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Pender County, North Carolina
Sharon Lear Willoughby, Register of Deeds

Prepared By and Return To: Jerry A. Mannen, Jr, Yow, Fox & Mannen, PLLC, 102 N. Fifth Avenue, Wilmington, NC 28401

STATE OF NORTH CAROLINA

COUNTY OF PENDER

DECLARATION OF USE
CONDITIONS AND RESTRICTIONS
FOR KESWICK FARMS

THIS DECLARATION OF USE OF USE RESTRICTIONS (the "Declaration") is entered into this 14th day of January 2025 (the "Effective Date") by Rocky Point Pender, LLC, a North Carolina limited liability company ("RPP"), American Homesmith NC, LLC, a North Carolina limited liability company ("AHS") whose addresses are collectively 3900 Barrett Drive, Suite 101, Raleigh, North Carolina 27609 and Hardison Building, Inc., a North Carolina corporation ("HB") whose address is 107 Stokely Drive, Suite 102, Wilmington, North Carolina 28403. The designations "RPP", "AHS", and "HB" used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context. RPP, AHS and HB are sometimes collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, Keswick Farms consists of 18 residential lots numbered 1 through 18 as shown on Map Book 73 at Page 66 and Map Book 75 at Page 112 of the Pender County Registry, reference to which is hereby made for a more particular description (collectively the "Property"); and,

Submitted electronically by "Yow, Fox & Mannen, LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Pender County Register of Deeds.

WHEREAS, the Property was originally owned by RPP; and,

WHEREAS, AHS and HB have contracted with RPP to purchase individual lots which comprise the Property and intend to construct on the lots single family residences; and,

WHEREAS, neither the Property nor the lots are a planned community as that term is defined by Chapter 47F of the North Carolina Planned Community Act, the provisions of Chapter 47F specifically do not apply to the Property or the lots and neither RPP, AHS or HB wish to subject the Property or the lots to the provisions of Chapter 47F of the North Carolina Planned Community Act; and,

WHEREAS, pursuant to its contract with RPP, AHS has purchased and is the fee simple owner of Lot 2 as shown on Map Book 73 at Page 66; and,

WHEREAS, following the purchase and sale of Lot 2 to AHS, RPP is the fee simple owner of Lots 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 as shown on Map Book 73 at Page 66 and Map Book 75 at Page 112 of the Pender County registry; and,

WHEREAS RPP, AHS and HB desire to subject the Property and being specifically Lots 1 through 18 as shown on Map Book 73 at Page 66 and Map Book 75 at Page 112 of the Pender County Registry (the "Lots") to certain use restrictions, covenants and conditions restricting the lots to residential use and imposing such other reasonable conditions for the benefit and complement of all Lots (the "Restrictions") in order to promote the best interests and protect the investments of RPP, AHS, HB and each subsequent owner of a Lot.

NOW THEREFORE, RPP, AHS, and HB hereby declare that all of the Property described on Exhibit A shall be held, sold and conveyed subject to the following Restrictions 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 property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

See Map Book 73 at Page 66 and Map Book 75 at Page 112 of the Pender County Registry.

1. The Property shall be used for residential purposes only and no dwelling shall be erected on the Property which contains less than 1,800 heated square feet.
2. The exterior of any dwelling constructed on the Property shall be clad only in vinyl, hardie board, brick or stone.
3. The architectural control of the construction of any dwelling constructed on the Property is vested solely in AHS and HB until such time as AHS and HB no longer own any Portion of the Property, at which time architectural control can be placed with the owners of the

Lots by amendment of the Restrictions as provided for below in Section 12. For the purpose of these Restrictions construction shall mean landscaping, construction of any structure or improvement, exterior building materials, and proposed exterior colors on any Lot. No later than 30 days prior to the anticipated commencement of any exterior construction or improvement on any Lot, the owner of such Lot shall submit criteria to AHS and HB including but not limited to the proposed location of all proposed structures or improvements, including driveways, patios, decks and walkways and calculations showing the built upon area (BUA) to be constructed within the Lot boundary, landscape plans, a statement of exterior building materials and proposed exterior colors to allow AHS and HB to evaluate the proposed construction on the Lot.

Within 60 days after receipt of all required information, AHS and HB shall notify in writing the owner of the Lot whether or not the requested improvements are approved. The response of AHS and HB may be approval, a denial, an approval with conditions or a request for additional information. AHS and HB shall not 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 or any necessary permitting or inspections that may be deemed necessary by any governmental agency. AHS and HB shall approve the plans as submitted, if all required information is submitted, and the following affirmative findings are made by AHS and HB:

(1) that the improvements sought to be constructed will not have a negative economic impact on any other property within Keswick Farms; and

(2) that all required specific building standards and other conditions contained within Restrictions and other applicable documents have been met;

(3) that the construction and improvements are architecturally compatible with other approved improvements on other properties within Keswick Farms in the sole discretion of AHS and HB;

(4) that the natural features of the Lot have been retained to the maximum extent feasible or modified to adhere to proper drainage; and

(5) that the impervious surface limitation coverage (BUA) proposed on each Lot is consistent with the requirements of the Division of Environmental Quality Stormwater Regulations as more fully set out hereinafter.

4. All accessory buildings shall match the primary dwelling style, materials, and colors. All accessory buildings shall be approved and permitted by Pender County.

5. All exterior lighting of the dwelling and any accessory building shall be directed at a downward angle so as to not reflect onto the property of any adjoining property owner and/or be a nuisance.

6. Fences are permitted only for rear yard privacy and containment. No fence shall be located any closer to the front elevation of the dwelling than halfway up the side elevations. Fences shall be natural wood with an approved stain color, white vinyl, or an approved black metal style and shall not exceed 6 feet in height along the fence line measured from the ground level to the top of the fence. Fences shall not impede stormwater or alter the natural drainage of the Property or any adjacent Property.

7. No trailer, tent, shack, garage, barn or other outbuilding located on the Property shall be used as a residence, whether temporarily or permanently. Notwithstanding the foregoing, nothing in this Section 7 shall prohibit a detached garage apartment provided the structure, and the use is permitted by Pender County local, governmental authorities, and approved by AHS and HB.

8. No noxious or offensive activity shall be carried out upon the Property. There shall not be maintained any plants or animals, nor device or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or of other nature as may be deemed noxious or offense by an objectively neutral reasonable person.

9. No animals of any kind shall be raised, bred or kept on any Lot with the exception of dogs, cats or other household pets which shall be subject to the provisions of Section 8 and shall not be kept, bred or maintained for any commercial purposes. In addition, the owner of Lot may request approval for up to 10 female chickens (hens) which shall be housed in a coop and shall also be subject to provisions of Section 8. The coop design and location shall be approved by AHS and HB allowing for a location suitable to neighboring Lots to avoid any nuisance. The recommended breeds known to be quiet in an urban setting are Australorps, Wyandottes, Brahmas, Cochins, Barred Rock, Mottled Java, Ameraucanas, Orpingtons, Speckled Sussex, and Rhode Island Reds. There shall be no roosters or gamecocks allowed.

10. All trailers, recreational vehicles, boats and the like shall be stored or parked in the rear yard behind the primary dwelling and screened in some manner previously approved by AHS or HB such as but not limited to plant material or a fence. Any vehicle, trailer, boat and like which is required to be registered or licensed by the State of North Carolina, or any other local or governmental authority shall at all times be operable, and properly registered or licensed while any of the foregoing items are stored or kept upon the Property.

11. The Property is subject to the requirements contained in State Storm Water Management Permit Number SWA 000155, as issued by the Division of Environmental Quality or any modification thereof. The owner of any Lot within the Property shall be required to develop and maintain his Lot in such a manner that is consistent with this storm water plan, including but not limited to limiting the amount of impervious surface on the Lot. The following restrictions and covenants are intended to ensure ongoing compliance with State Storm water Management Permit Number SWA 000155, as issued by the Division of Energy, Mineral and Land Resources under 15A NCAC 02H.1000, effective August 16, 2022.

(a) The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the storm water management permit.

(b) These covenants herein run with the land and are binding upon all persons and parties claiming under them.

(c) These covenants pertaining to stormwater shall not be allowed to expire and may not be altered or rescinded without the express consent of the State of North Carolina, Division of Energy, Mineral and Land Resources.

(d) Alteration of the drainage as constructed under the ATC permit approval and as shown on the approved stormwater plans submitted as a part of the as-built package may not take place without the concurrence of the permittee and approval by the State of North Carolina, Division of Energy, Mineral and Land Resources. Filling in, piping, altering, or modifying any component of the approved vegetative conveyance system and/or curb outlet system shown on the approved plan, except for a minimum driveway crossing, is strictly prohibited.

(e) The Maximum Built Upon Area (BUA) per Lot is 10,500 square feet. The maximum allowable built-upon area shall not be exceeded unless the permit is modified to ensure compliance with the stormwater rules. Built upon area has the same meaning as defined in G.S. 143-21.47 as may be amended from time to time and 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 Lots shall maximize dispersed flow of runoff through vegetated areas and minimize channelization of runoff. Where runoff cannot be released as dispersed flow, vegetated conveyance may be used.

(g) This project includes a curb outlet system. Each designated curb outlet system must be maintained in accordance with the requirements of designs shown on the approved plans and per 15A NCAC 02H.1003(4).

(h) A 50-foot-wide vegetated setback must be provided and maintained adjacent to all surface waters in accordance with 15A NCAC 02H.1003(4).

(i) 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.

(j) If a permeable pavement or #57 stone is desired as credit for built-upon area in accordance with 15A NCAC 02H.1005 and G.S. 143-214.7, the property owner must submit a request with supporting documentation demonstrating compliance with the stormwater rules, to the permittee and receive approval prior to construction.

(k) The permittee shall have the right to amend the Restrictions without the consent of the owner of any Lot to conform the Restrictions to the requirements of any law or governmental agency having legal jurisdiction over the Property including those agencies sponsored by or under the control of the State of North Carolina. A letter from any official of such an agency requesting, requiring or suggesting an amendment necessary to comply with the requirements of such agency, shall be sufficient evidence to affect such an amendment. The amendment shall be effective upon recording.

12. These Restrictions may be amended during the first twenty (20) year period upon affirmative vote of not less 14 of all Lot Owners (77.77%) in Keswick Farms. Any amendment must be recorded. AHS and HB may amend the Restrictions without the consent or joinder of the Lot owners at any time as long as AHS and/or HB own any Lot.

13. The record owner(s) of any Lot shall have the right to enforce the foregoing Restrictions numbered 1 through 12 by any proceeding at law or in equity. The failure to enforce any Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the undersigned, have caused this instrument to be executed in its name by its authorized representative this 14 day of January 2025.

Rocky Point Pender, LLC

American Homesmith NC, LLC

By: [Signature]
Name: Robert H. Jackson
Title: Manager

By: [Signature]
Name: Robert H. Jackson
Title: Manager

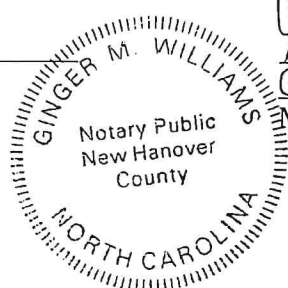
Hardison Building, Inc.

By: [Signature]
Name: Gerald D. Hardison, Jr.
Title: President

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Robert H. Jackson.

Date: 1/14/25



[Signature]
GINGER M. WILLIAMS, Notary Public
My Commission Expires: July 24, 2026

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Gerald D. Hardison, Jr.

Date: 1/14/25

Ginger M. Williams
GINGER M. WILLIAMS Notary Public
My Commission Expires: July 24, 2026



EXHIBIT A

BEING all of the real property shown on those plats recorded in Map Book 73 at Page 66 and Map Book 75 at Page 112 and specifically including Lots 1 through 18, Keswick Farms all as depicted on said maps and recorded in the Pender County Register of Deeds, reference to which is hereby made for a more particular description.