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Camden County North Carolina
Tammie Krauss, Register of Deeds
BK 447 PG 472 - 483 (12)

Prepared by: Innes & Innes, PLLC

NORTH CAROLINA

CURRITUCK COUNTY

**DECLARATION OF RESTRICTIVE COVENANTS,
EASEMENTS, AND
ROAD MAINTENANCE AGREEMENT
FOR SMITH FIELD ACRES**

This Declaration is made this by TAK Holdings, LLC, hereinafter, "Declarant," present owner of property known as Smith Field Acres subdivided from the ancestor parcel thereof referenced by deed at Book 434, Page 881, of the Camden Registry, North Carolina, and subsequently subdivided via various expedited subdivisions, recorded at Plat Cabinet 9, Slides 173 through 180 of the Camden Registry, North Carolina, hereinafter, "Smith Field Acres."

Declarant does hereby impose upon all persons, firms, or corporations hereinafter acquiring any lot in Smith Field Acres, hereinafter, "Lot" or "Lots," the following restrictive covenants as to the use thereof and running with the Lot and by whomever owned; and all persons, firms, or corporations, hereinafter acquiring any of said Lots do hereby agree as follows:

It is the purpose of this Declaration to declare and make known certain covenants, restrictions and reservations to which Smith Field Acres and its subsequent Lot owners are hereby subject;

NOW, THEREFORE, Declarant does, by this statement, declare and make known that the following covenants are to "run with the land" and shall be binding on all parties, legal entities and persons claiming under them, for a period of thirty (30) years from the date of recording of these covenants, after which time said 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 admitted to record, agreeing to change said covenants in whole or in part. Nevertheless, Declarant reserves unto itself the right to amend the instant restrictive covenants and road maintenance agreements and do so prior to the expiration of said 30-year period and may do so for so long as Declarant or its successors and/or assigns owns at least one Lot. In the event of any such amendment(s), all subsequent Lot owners, including those Lot owners who purchased and closed upon the purchase of Lots before any such amendment, shall be subject to and bound by such amendment(s).

Enforcement of these covenants shall be by proceedings at law or in equity against any persons, parties or legal entities, violating or attempting to violate any covenants, either to restrain the person's violation or attempting to violate any covenants and/or to recover damages. Where legal or equitable action is pursued in an attempt to enforce these covenants, all attorney's fees and reasonable costs of such action shall be awarded to the prevailing party.

Headings herein shall be construed as limiting the scope of the following paragraphs, but are simply intended for reference guides.

It shall be understood that it is the intention of these restrictive covenants to apply to all of the Lots. Invalidation of any of these covenants or conditions by court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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Restrictions

The restrictions are as follows:

1. No Lot shall be used except for residential purposes. No trailer home, single-wide, double-wide, triple wide, on-frame modular home, manufactured home, shack or temporary dwelling of any kind shall be permitted on any Lot for any length of time. All homes must be 'site-built'. It shall not be considered a violation of this restriction, however, if any builder approved by Declarant or Declarant maintains promotional signs of up to six square feet in size, sample houses, or sales and administrative offices on any of the properties covered by these restrictions so long as such builders have properties for sale or are servicing properties under warranties within the boundaries of the Smith Field Acres and are doing so with the express permission of Declarant.

2. All homes constructed upon the Lots shall be constructed at least 50 feet from the front of the Lot and 15 feet from the closer of either the edge of a right of way, easement or roadway or the side line of the Lot, as the Lot is depicted on the plat thereof.

3. Declarant expressly reserves to itself, or its assigns, a twenty five feet easement (unless a greater width is noted on a recorded plat) along front lines of all Lots, including side lines of any Lots abutting more than one right of way, easement or roadway, as well as a ten feet easement (unless a greater width is noted on a recorded plat) along all side and rear lines, for the installation and/or maintenance of drainage and utility facilities, including but not limited to, electric cables, poles, wires, fixtures, circuitry, etc., and for electric and telephone services, and/or for the purpose of audio and video image transmissions. This reservation specifically entitles Declarant, the County of Camden or its/their assigns, to enter on said easement in order to install, maintain or improve drainage or utility facilities or transmissions, including but not limited to a water-line.

4. Declarant expressly reserves to itself, or its assigns, a fifteen feet

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easement (unless a greater width is noted on a recorded plat) along front lines of all Lots, including side lines of any Lots abutting more than one right of way, for the purposes of maintenance it chooses to do or otherwise.

5. Declarant or Camden County or its/their assigns reserves the right, if it sees fit and if it is inclined to do so, to lay and operate gas, water and sewer mains and to construct and operate telephone, electric lines and cable or community television lines and circuitry in, on, over and/or under all rights of way, easements and roadways shown as part of Smith Field Acres, on the recorded plat thereof, and to put the same to such other reasonable uses as Declarant may see fit.

6. All sewage produced by or emanating from any residence or structure shall be disposed of by a septic system approved by Albemarle Regional Health Services or the Department of Water Quality.

7. No noxious or offensive activity of any character shall be carried on upon any of said Lots or any portion of Smith Field Acres, nor shall anything be done thereon which may reasonably be considered a nuisance.

8. Declarant reserves the right to amend this Declaration at any time and such amendment(s) shall be binding upon all owners of all of the Lots even if said amendment(s) was recorded after any said owner took title to a Lot.

9. Declarant and its designated representatives reserve the right to inspect construction of any building while under construction to determine if the covenants and restrictions herein are being adhered to, and shall have the right to stop any construction which does not conform to approved plans and specifications.

10. Only ordinary household pets as well as chickens, horses, mules, donkeys or ponies

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may be kept in numbers reasonable within the discretion of Declarant or its assignee of this paragraph.

11. Fences may be installed in locations where they do not interfere with or hinder the use of any easements, rights of way or roadways, but must be maintained in a state of good repair.

12. Declarant reserves the right to assign any and all rights hereunder.

13. No Lot shall be subdivided, re-subdivided or otherwise reduced in size.

14. Unregistered, inoperative and junk vehicles are prohibited from remaining on any Lot or any portion of the Smith Field Acres for any period unless said vehicle(s) is continuously kept inside a garage or shed.

15. The dumping of motor oil, antifreeze/coolant or any other noxious, hazardous or potentially hazardous substance on any Lot or any portion of the Smith Field Acres is prohibited. Storage of said substances on any Lot or any portion of the Smith Field Acres is also prohibited.

16. In order to comply with the State Stormwater Management Permit No. SW7230601 issued by the North Carolina Department of Environment and Natural Resources, the following as part of the restrictions applicable to Smith Field Acres:

A. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW7230601 as issued by the Division of Energy, Mineral and Land Resources under the Stormwater Management Regulations.

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.

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D. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Energy, Mineral and Land Resources.

E. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Energy, Mineral and Land Resources.

F. The maximum built-upon area per lot is 52,320 square feet for all Smith Field Acre Lots with the exception of Lot 8 as delineated on the plat at Plat Cabinet 9, Slide 173, Camden Registry, North Carolina, which is instead 92,850.00 square feet. 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, and coquina, but does not included raised, open wood decking, or the water surface of swimming pools.

G. Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development, except for average driveway crossings, is strictly prohibited by any persons.

H. Each lot will maintain a 50 foot wide vegetated buffer between all impervious areas and surface waters.

I. All roof drains shall terminate at least 50 feet from the mean high water mark.

(Subsections A through I are copied directly from Stormwater Permit No. SW7230601, N.C.

Department of Energy, Mineral and Land Resources, and is not the product of the preparer of this instrument.)

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Easements

17. Any and all easements for access not expressly granted herein and which may be deemed dedicated or otherwise granted as a result of the recordation of plats reflecting or referencing the same which are related to Smith Field Acres are hereby terminated. Non-exclusive easements are hereby granted over the right of way, easement or roadway delineated on each of the expedited subdivision plats which are the subject of Smith Field Acres to the initial Lot purchasers, their successors and/or assigns, hereinafter, "owners," but only to the specific right of way, easement or roadway for that particular expedited subdivision; and conveyances by the Declarant of the Lots shall hereby be subject to all easements referenced above and otherwise referenced herein. Said non-exclusive easements are hereby granted over the right of way, easement or roadway delineated on each of the expedited subdivision plats as follows:

A. A non-exclusive easement is hereby granted to the owner(s) of Lots 1A and 1B of Smith Field Acres to and from their respective Lots over and across that certain tract or parcel of land delineated as, "Proposed 45' Wide Access, Drainage & Utility Easement," on that certain plat at Plat Cabinet 9, Slide 174, of the Camden Registry, North Carolina.

B. A non-exclusive easement is hereby granted to the owner(s) of Lots 2A and 2B of Smith Field Acres to and from their respective Lots over and across that certain tract or parcel of land delineated as, "Existing 45' Wide Access Easement," on that certain plat at Plat Cabinet 9, Slide 177, of the Camden Registry, North Carolina.

C. A non-exclusive easement is hereby granted to the owner(s) of Lots 3A and 3B of Smith Field Acres to and from their respective Lots over and across that certain tract or parcel of land delineated as, "Proposed 45' Wide Access Easement," on that certain plat at

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Plat Cabinet 9, Slide 175, of the Camden Registry, North Carolina.

D. A non-exclusive easement is hereby granted to the owner(s) of Lots 4A and 4B of Smith Field Acres to and from their respective Lots over and across that certain tract or parcel of land delineated as, "Existing 45' Wide Access Easement," on that certain plat at Plat Cabinet 9, Slide 179, of the Camden Registry, North Carolina.

E. A non-exclusive easement is hereby granted to the owner(s) of Lots 5A and 5B of Smith Field Acres to and from their respective Lots over and across that certain tract or parcel of land delineated as, "Proposed 45' Wide Access, Postal & Drainage Easement - Utility Easement," on that certain plat at Plat Cabinet 9, Slide 176, of the Camden Registry, North Carolina.

F. A non-exclusive easement is hereby granted to the owner(s) of Lot 6 of Smith Field Acres over and across that certain tract or parcel of land delineated as "Proposed 45' Wide Access, Drainage & Utility Easement," on that certain plat at Plat Cabinet 9, Slide 178, of the Camden Registry, North Carolina; the same extending from SR 1121 / Trotman Road to Lot 6 over and across Lots 1, 1A and 1B.

G. A non-exclusive easement is hereby granted to the owner(s) of Lot 6A of Smith Field Acres over and across that certain tract or parcel of land delineated as, "Proposed 45' Wide Access, Postal & Drainage Easement - Utility Easement," on that certain plat at Plat Cabinet 9, Slide 178, of the Camden Registry, North Carolina; the same extending from SR 1121 / Trotman Road to Lot 6A over and across Lots 3, 3A and 3B.

H. A non-exclusive easement is hereby granted to the owner(s) of Lot 7 of Smith Field Acres to and from said Lot over and across that certain tract or parcel of land delineated as, "Existing 45' Wide Access Easement," on that certain plat at Plat Cabinet 9,

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Slide 180, of the Camden Registry, North Carolina; the same extending from SR 1121 / Trotman Road to Lot 7A over and across Lots 4, 4A and 4B; with an additional easement granted to the owner(s) of Lot 7 over and across the Southeast corner of Lot 7A as more particularly delineated on the plat at Plat Cabinet 9, Slide 180, of the Camden Registry, North Carolina.

I. A non-exclusive easement is hereby granted to the owner(s) of Lot 7A of Smith Field Acres to and from said Lot over and across that certain tract or parcel of land delineated as, "Proposed 45' Wide Access, Postal & Drainage Easement - Utility Easement," on that certain plat at Plat Cabinet 9, Slide 180, of the Camden Registry, North Carolina; the same extending from SR 1121 / Trotman Road to Lot 7A over and across Lots 5, 5A and 5B.

J. A non-exclusive easement is hereby granted to the owner(s) of Lot 8A of Smith Field Acres to and from said Lot over and across that certain tract or parcel of land delineated as, "Proposed 45' Access, Drainage & Utility Easement," on that certain plat at Plat Cabinet 9, Slide 173, of the Camden Registry, North Carolina; the same extending from SR 1121 / Trotman Road over and across Lot 8.

K. A non-exclusive easement for the purpose of accessing the community mailbox(es) is hereby granted to all of the owner(s) of Lots in Smith Field Acres over and across those certain tract(s) or parcel(s) of land delineated above as 'easements' in order to access their respective mail receptacle.

Road Maintenance

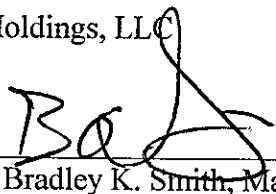
18. Each subsequent owner of the Lots hereby agrees to bear his, her and/or its proportionate share of the maintenance cost of the right of way, easement or roadway, and drainage

ditches within the same, and any common areas; with the owner or owners of each said Lots being responsible for his/her/its/their pro rata share of the total maintenance cost. Said share shall, however, be limited to only that of the right of way, easement or roadway, and drainage ditches delineated on the particular plat for that particular Lot. Accordingly, the maintenance obligations of each Lot owner will be limited to the property to be maintained within the expedited subdivision plat for that particular Lot.

- A. The maintenance cost for the rights of way, easements or roadways and ditches and other reasonable costs incurred with and pertaining to maintaining the same in a condition which is as good a condition as that which existed when the same were initially completed by the contractors engaged by Declarant to construct them.
- B. For purposes of this Paragraph, neither the beneficiary nor the trustee designated in any deed of trust or other security instrument shall be deemed to own an interest in any of the Lots that would in any way make the trustee or beneficiary responsible for road maintenance, unless the beneficiary or trustee takes title to a Lot.

IN TESTIMONY WHEREOF, Declarant has caused this instrument to be signed and effective.

TAK Holdings, LLC

By:  (seal)
Bradley K. Smith, Manager

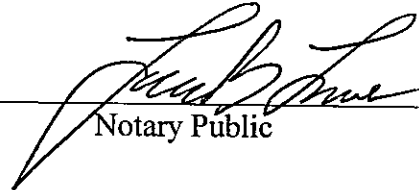
Date: 9-20-24

NORTH CAROLINA

CURRITUCK COUNTY

I, a Notary Public, do hereby certify that Bradley K. Smith personally appeared before me this day and acknowledged that he is the Manager of TAK Holdings, LLC and as its Manager and otherwise duly authorized to do, he did execute the foregoing for the purposes therein stated for and on behalf of TAK Holdings, LLC, a North Carolina limited liability company, as its act and deed.

WITNESS my hand and notarial seal this 20th day of September, 2024.


Notary Public

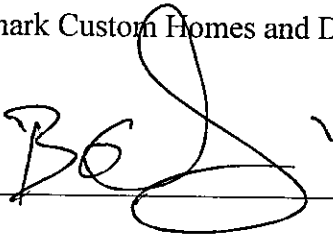
My Commission Expires: 10/01/2025

Official seal/stamp:

JAMES B. INNES
NOTARY PUBLIC
Currituck County
North Carolina
My Commission Expires October 1, 2025

Landmark Custom Homes and Design, Inc., an owner of one or more Lots in Smith Field Acres does hereby consent to Lots it already owns as also being subject to the terms and provisions hereof.

Landmark Custom Homes and Design, Inc.

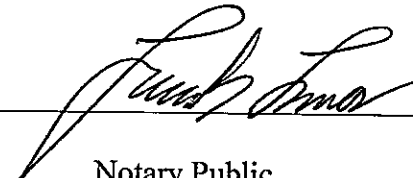
By:  _____ (seal)
Bradley K. Smith, President

NORTH CAROLINA

CURRITUCK COUNTY

I, a Notary Public, do hereby certify that Bradley K. Smith personally appeared before me this day and acknowledged that he is the President of Landmark Custom Homes and Design, Inc., and as its President and otherwise duly authorized to do, he did execute the foregoing for the purposes therein stated for and on behalf of Landmark Custom Homes and Design, Inc., a North Carolina corporation, as its act and deed.

WITNESS my hand and notarial seal this 20th day of September, 2024.



Notary Public

My Commission Expires: 10/01/2025

Official seal/stamp:

JAMES B. INNES
NOTARY PUBLIC
Currituck County
North Carolina
My Commission Expires October 1, 2025