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Fee Amt: \$26.00 Page 1 of 5

Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK **4668** PG **965 - 969 (5)**

**AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS FOR POPLAR BRANCH**

Prepared by: MURCHISON, TAYLOR, & GIBSON, PLLC
16 North Fifth Avenue, Wilmington, NC 28401

NORTH CAROLINA

PENDER COUNTY

This AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, FOR POPLAR BRANCH (“Amendment”) is made as of July, 2nd, 2018, by **SUMMER DUCKS, LLC**, a North Carolina limited liability company (“DECLARANT”).

WITNESSETH:

WHEREAS, the DECLARANT heretofore executed that certain Declaration of Protective Covenants for Poplar Branch and caused the same to be recorded in **Book 4446, Page 100** in the Pender County Registry (as the same may be amended and/or supplemented, the “Declaration”);

WHEREAS, capitalized terms used herein shall have the same meanings ascribed to such terms in the Declaration unless otherwise defined herein;

WHEREAS, by Amendment recorded in **Book 4650, Page 2521** in the Pender County Registry (the “Amendment”) DECLARANT amended and restated Section 11.6(a) of the Declaration in connection with the State of North Carolina rules and regulations covering stormwater runoff;

WHEREAS, the Amendment included an error in that Lot 58, Section 1 was inadvertently included twice in the chart designating each lot’s maximum built-upon area;

✓ **TRASK LAND COMPANY**

WHEREAS, in Section 11.6 of the Declaration, the DECLARANT reserved the right to unilaterally amend the Declaration and subject the Property to additional stormwater restrictions;

WHEREAS, in Section 15.3 of the Declaration, the DECLARANT reserved the right to amend the Declaration to correct and/or modify situations or circumstances which may arise during the course of development;

WHEREAS, the DECLARANT desires to amend the Declaration to clarify the stormwater maximum built upon area and impervious surfaces applicable to Lot 58, Section 1; and for purposes of clarity, the DECLARANT desires to restate Section 11.6(a) herein in its entirety, even though the only change being made herein is to correct the stormwater maximum built upon area and impervious surfaces applicable to Lot 58, Section 1.

NOW THEREFORE, in accordance with its rights under Section 11.6 and Section 15.3 of the Declaration, the DECLARANT does hereby amend the Declaration as follows:

A. DECLARANT hereby amends and restates Section 11.6(a) of the Declaration as follows:

“11.6. Site Coverage and Stormwater Runoff Rules.

(a) The following restrictions in this Paragraph 11.6(a) shall apply to all of that Property that has been encumbered by the Declaration, as more particularly described in Exhibit A, attached to this Supplemental Declaration and incorporated herein by reference.

(1) The restrictions in this Section 11.6(a) are intended to ensure ongoing compliance with two State Stormwater Management Permits, which are set out in the below chart. The Permit Numbers are SW8 130203 and SW8 150808, as amended, as issued by the State of North Carolina under 15A NCAC 2H.1000 and any subsequently issued permits or modifications thereof (the “Permits”).

(2) The State of North Carolina is made a beneficiary of the covenants contained in this Section 11.6(a) to the extent necessary to maintain compliance with the Permits.

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

(4) The covenants contained in this Section 11.6(a) pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina.

(5) Alteration of the drainage as shown on the approved plans in the Permits may not take place without the concurrence of the State of North Carolina.

(6) The maximum allowable built-upon area per lot, in square feet, is:

Applicable Stormwater Permit Number	Neighborhood Name	Section #	Lot #	Maximum Built Upon Area – Sq. Ft.
SW8 130203	Poplar Branch	I	1-11, 13, 15-19, 44-45, 47-53, 55-57, and 59-60	3,300 sq. ft.
SW8 130203	Poplar Branch	I	12	3,450 sq. ft.
SW8 130203	Poplar Branch	I	14, 54	3,350 sq. ft.
SW8 130203	Poplar Branch	I	46	3,400 sq. ft.
SW8 130203	Poplar Branch	I	58	3,500 sq. ft.
SW8 150808	Poplar Branch	II-A	20-26, 37-39, 41-43	3,300 sq. ft.
SW8 150808	Poplar Branch	II-B	27, 30-31, 34-36	3,300 sq. ft.
SW8 150808	Poplar Branch	II-B	28 and 32	6,600 sq. ft.
SW8 150808	Poplar Branch	II-B	40	3,500 sq. ft.

These allotted amounts include any built-upon area constructed within the 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.

(7) All affected lots shall maintain a 50' foot wide vegetated buffer adjacent to surface waters, measured horizontally from and perpendicular to the normal pool of impounded structures, the top of bank of both sides of streams and rivers, and the mean high water line of tidal waters.

(8) All runoff on a lot must drain into the permitted stormwater system. This may be accomplished through providing roof drain gutters which drain into the permitted runoff collection system or grading the lot to drain toward into the permitted runoff collection system.

(9) Built-upon area in excess of the permitted amount will require a permit modification.

(10) Any individual or entity found to be in noncompliance with the provisions of the stormwater management permit or the requirements of the Stormwater Rules, is subject to enforcement procedures as set forth in N.C.G.S. § 143, Article 21.”

B. DECLARANT hereby declares that the Property shall be held, sold, and conveyed subject to the Declaration, as amended by this Supplemental Declaration, which covenants shall run with title to the Property and shall be binding on all parties having any right, title, or interest in the described Property or any part thereof, and shall inure to the benefit of each owner thereof.

EXCEPT AS AMENDED HEREIN, the Declaration shall be and remain in full force and effect.

SUMMER DUCKS, LLC,
a North Carolina limited liability company

By: Trask Land Company, Inc. a North Carolina corporation, its Manager

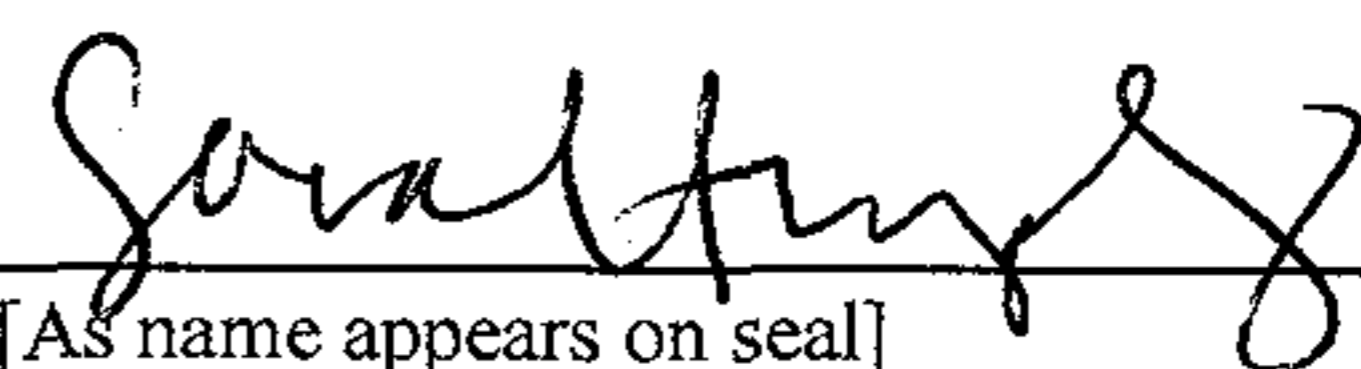
By: 
RAIFORD G. TRASK III, President

STATE OF North Carolina

COUNTY OF New Hanover
(County where acknowledgment taken)

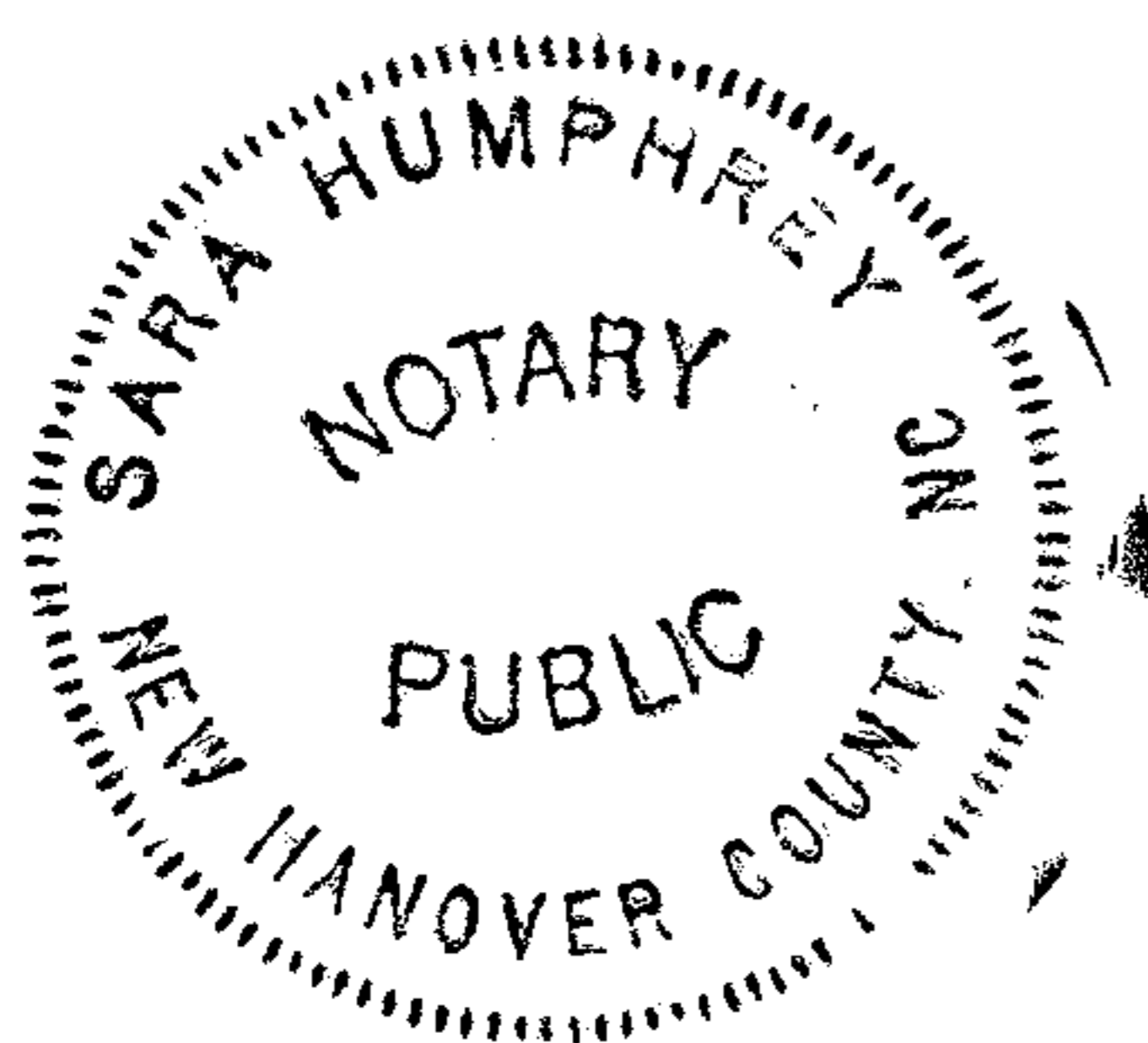
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity(ies) indicated above: RAIFORD G. TRASK III
[Insert name of person signing, not title]

Date: 7/2/2018

Official Signature of Notary: 
[As name appears on seal]

Printed Name of Notary: Sara Humphrey
[As name appears on seal]

My commission expires: November 13, 2021



[AFFIX OFFICIAL SEAL]

EXHIBIT A

BEING ALL the property shown on that plat entitled "**Poplar Branch, Section I**" as recorded in Map Cabinet 56 Pages 76, 77 and 78 of the Pender County Registry, as revised by that plat entitled "Street Renaming Map, Poplar Branch, Section I" as recorded in Map Cabinet 56, Page 83 of the Pender County Registry, reference to said plats is hereby made for a more particular description;

BEING ALL of that property shown on a plat entitled "**Poplar Branch, Section II-A**" and recorded in Map Book 58, Pages 124-125 of the Pender County Registry, reference to which plat is hereby made for a more particular description; and

BEING ALL of that property shown on a plat entitled "**Poplar Branch, Section II-B**" and recorded in Map Book 59, Pages 143-144 of the Pender County Registry, reference to which plat is hereby made for a more particular description.