

BK 4624 PG 72 - 135 (64)

DOC# 20012642

This Document eRecorded:

07/12/2016 04:35:51 PM

Fee: \$222.00 DocType: D/R

Tax: \$0.00

Pender County, North Carolina

Sharon Lear Willoughby, Register of Deeds

**COVER PAGE FOR:**

**Declaration of Covenants Conditions and Restrictions of  
Scotts Hill Village**

**Return to: Colby & Mincey, PLLC  
1001 Military Cutoff Road, Ste 204  
Wilmington, NC 28405**

BK: RB 5985

PG: 347 - 409

RECORDED:

07/12/2016

03:54:23 PM

BY: CAROL HUGHLEY

DEPUTY

2016021642

NEW HANOVER COUNTY,

TAMMY THEUSCH BEASLEY

REGISTER OF DEEDS

NC FEE \$218.00

EXTX \$0.00

ELECTRONICALLY RECORDED

PREPARED BY: Colby & Mincey, PLLC  
 RETURN TO: 1001 Military Cutoff Road, Suite 204  
 Wilmington, NC 28405

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

**DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS  
 OF SCOTT'S HILL VILLAGE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made the 8th day of July, 2016 by CHL, LLC aka Scott's Hill Village Developer, hereinafter referred to as "Declarant".

W I T N E S S E T H :

Whereas, Declarant is the owner of certain real property in New Hanover and Pender Counties, North Carolina, known as "**Scott's Hill Village**" which is described in that deed recorded in the Office of the Register of Deeds of New Hanover County, North Carolina in **Book 5940 at Page 2240 and Book 5940 at Page 2246**, and **Pender County Book 4612 at Page 1899**, and described on that plat recorded in **Map Book 49 at Page 222, Map Book 49 at Page 351, Map Book 61 at Page 317**, of **New Hanover County** and **Map Book 42 at Page 9, Map Book 59 at Page 41**, of **Pender County** to which reference is made for a more particular description; and

Whereas, Declarant desires to place certain Covenants and Restrictions upon the lands described above:

Now, THEREFORE, Declarant declares that the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the land and be binding on and shall inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

ARTICLE I.  
DEFINITIONS

SECTION 1. Association shall mean and refer to **Scott's Hill Village Homeowners Association**, a North Carolina Nonprofit Corporation, its successors and assigns, the owners association organized for the purposes set forth herein.

SECTION 2. Common Area shall refer to all of that area labeled as Common Area, Open Space, Active Area, Passive Area or the like upon plat of **Scott's Hill Village** and shall be subject to all local, state and federal rules and ordinances.

submitted electronically by "Colby & Mincey, PLLC"  
 in compliance with North Carolina statutes governing recordable documents  
 and the terms of the submitter agreement with the New Hanover County Register of Deeds.

SECTION 3. Community Wide Standard. Declarant shall establish initially a standard for the conduct, construction, maintenance, replacement or other activity generally prevailing at **Scott's Hill Village** pursuant to Architectural Guidelines, Restrictions and Rules. Declarant may unilaterally amend said standards as the development progresses.

SECTION 4. Declarant shall refer to **CHL, LLC**, its successors and/or assigns (which designations shall include singular, plural, masculine and neuter as required by the context).

SECTION 5. Declaration shall mean this instrument as it may be from time to time amended or supplemented.

SECTION 6. Development Period means the period commencing on the date on which this Declaration is recorded in the New Hanover County Register of Deeds and terminating on the earlier to occur of (i) when Declarant no longer owns a Lot in the Subdivision; (ii) the date that Declarant relinquishes in writing Declarant's right to appoint Directors; or (iii) the occurrence of the date ten (10) years from the date of recording the Declaration, renewable for an additional ten (10) year period with the consent of a majority of Lot Owners other than the Declarant.

SECTION 7. Lot(s) shall mean and refer to any subdivided lot within the confines of the land described above together with any dwelling situated thereon.

SECTION 8. Member(s) shall mean and refer to every person or entity that has a Membership in the Association.

SECTION 9. Membership shall mean and refer to the rights, privileges, benefits, duties, and obligations, which shall be inure to the benefit of and burden each Member of the Association.

SECTION 10. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 11. Property shall mean the Property as defined in the preamble to this Declaration.

## ARTICLE II. PROPERTY RIGHTS AND EASEMENTS

SECTION 1. Owners' Property Rights and Easement of Enjoyment in the Common Area. Every Owner shall have and is hereby granted a right and easement of enjoyment in existing and any future Common Areas, if any, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- (a) The Declarant and Association may make and amend reasonable rules and regulations governing the use of any future Common Areas;
- (b) The Association may levy fines in accordance with the North Carolina Planned Community Act (Chapter 47F of the North Carolina General Statutes).

SECTION 2. Easements in Favor of Declarant and the Association. The following easements are reserved to Declarant and the Association, their successors and assigns:

- (a) Any as shown upon that map of the property recorded in in the County Registry.

SECTION 3. Other Easements. The following easements are granted by Declarant to others;

- (a) an easement is hereby granted to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency services, to enter upon all Lots in the performance of their duties;
- (b) in case of any emergency originating in or threatening any Lot or Common Areas, regardless of whether any Lot Owner is present at the time of such emergency, the Association or any other person authorized by it, shall have the right to enter any Lot for the purpose of remedying or abating the causes of such emergency and making any other necessary repairs not performed by the Lot Owners, and such right of entry shall be immediate;
- (c) the Association is granted an easement over each Lot for the purpose of providing Remedial Lot maintenance.
- (d) the Declarant reserves the right to subject the real property of this subdivision to a contract with any and all utility companies as necessary including, but not limited to, installation of street lighting which may require a continuing installment payment to the utility provider by each residential customer.
- (e) the Association is granted an easement over each Lot for the purpose of repair or replacement of any damaged units.

SECTION 4. Nature of Easements. All easements and rights described herein are perpetual easements appurtenant, running with the land, and shall inure to the benefit of the binding on the Declarant and the Association, their successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in the Property or any Additional Property, or any part or portion thereof, regardless of whether or not reference is made in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration.

### ARTICLE III. AMENDMENTS

SECTION 1. Amendment of Declaration by the Declarant. This Declaration may be amended without member approval by the Declarant, or the Board of the Association, as the case may be, as follows:

- (a) in any respect, prior to the sale of the first Lot;
- (b) to the extent this Declaration applies to Additional Property
- (c) to correct any obvious error or inconsistency in drafting, typing or reproduction;
- (d) to qualify the Association or the Property and Additional Property, or any portion thereof, for tax-exempt status;
- (e) to include any platting change as permitted herein;
- (f) to conform this Declaration to the requirements of any law or governmental agency having legal jurisdiction over the Property or any Additional Property or to qualify the Property or any Additional Property or any Lots and improvements thereon for mortgage or improvement loans made, insured or guaranteed by a governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by, or under the substantial control of the United States Government or the State of North Carolina, regarding purchase or sale of such lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of property, including, without limitation, ecological control, construction standards, aesthetics, and matters affecting the public health, safety and general

welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration, U.S. Department of Housing and Urban Project, the Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation, of the Federal National Mortgage Association, requesting or suggesting an amendment necessary to comply with the requirements of such corporation or agency shall be sufficient evidence of the approval of such corporation or agency, provided that the changes made substantially conform to such request or suggestion. Notwithstanding anything else herein to the contrary, only the Declarant, during the Developer Control Period, shall be entitled to amend this Declaration pursuant to this Section.

(1) This section shall include the requirement for New Hanover County legal approval of said covenants.

SECTION 2. Amendment of Declaration. Except as provided above, the covenants and restrictions of this Declaration may be amended only by an instrument duly recorded in the Office of the Register of Deeds of New Hanover County, executed by the duly authorized officers of the Association upon the vote of not less than two-thirds (2/3) of the Lot Owners; provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein.

#### ARTICLE IV. HOMEOWNER'S ASSOCIATION

SECTION 1. Formation of Association. The Association is a nonprofit corporation organized pursuant to the Nonprofit Corporation Act of the State of North Carolina for the purpose of establishing an association for the Owners of Lots to (i) own, operate and maintain the Common Areas, (ii) to maintain the Designated Common Area, (iii) to maintain the Limited Common Areas, and (iv) serve as a member of **Scott's Hill Village**, all in accordance with this Declaration, the Association's Charter and Bylaws.

SECTION 2. Membership. Every Lot Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Lot ownership.

SECTION 3. Voting Rights. The Association shall have two classes of voting Membership:

- (a) Class A. Class A members shall be all Owners with the exception of Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.
- (b) Class B. Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A on the happening or either of the following events, whichever occurs earlier:
  - i. Sale of last lot owned by Declarant
  - ii. Ten (10) years from the recordation of this declaration.

SECTION 4. Government Permits. All duties, obligations, rights and privileges of the Declarant under any water, sewer, storm water, and utility agreements, easements, and permits for the Project with municipal or governmental agencies or public or private utility companies are at all times the responsibility of the Association.

SECTION 5. Management and Administration of Subdivision. The association shall be fully responsible for the maintenance, management and operation of the common areas, subdivision entrance signs, street lights, Stormwater Management Facilities, drainage pipes and drainage outlets, roads (unless accepted

for maintenance by a governmental entity), sidewalks, and other improvements and amenities in subdivision owned by the association.

ARTICLE V.  
INSURANCE AND BONDS

If it is economically advantageous to obtain group insurance over individual insurance, the following shall apply:

SECTION 1. Insurance. It shall be the duty of the Association to maintain in effect casualty and liability insurance as follows:

- (a) Amount and Scope of Insurance. All insurance policies upon the Common Areas shall be secured by the Board of Directors, or its designee on behalf of the Association which shall obtain such insurance against loss or damage by fire or other hazards normally insured against and such other risks, including public liability insurance, as from time to time shall be customarily required by private institutional mortgage investors for projects similar in construction, location and use as the Project and the improvements thereon for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries, and deaths of persons in connection with the operation;
- (b) Insurance Provisions. The board of directors shall make diligent efforts to insure that said insurance policies provide for the following:
  - (1) a waiver of subrogation by the insurer as to any claims against the Association, any officer, director, agent or employee of the Association, the Lot Owners and their employees, agents, tenants and invitees;
  - (2) a waiver by the insurer of its right to repair and reconstruct instead of paying cash;
  - (3) coverage may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty days prior written notice to be named insured and all mortgagees;
  - (4) coverage will not be prejudiced by act or neglect of the Lot Owners when said act or negligent is not within the control of the Association or by any failure of the Association to comply with any warrant or condition regarding any portion of the Project over which the Association has no control.
  - (5) the master policy on the Common Areas cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Lot Owners;
  - (6) the master policy on the Common Areas cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors without prior demand in writing that the Board of Directors cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.
- (c) Premiums. All premiums on such insurance policies and any deductibles payable by the Association upon loss shall be a common expense as described in Article VI, Section 4 herein:

- (d) Proceeds. All insurance policies purchased pursuant to these provisions shall provide that all proceeds thereof shall be payable to the Board as insurance trustee or to such attorney-at-law or institution with trust powers as may be approved by the Board of Directors;
- (e) Policies. All insurance policies purchased by the board of Directors shall be with a company or companies permitted to do business in the State of North Carolina. All insurance policies shall be written for the benefit of the Board of Directors and the Lot Owners and any mortgagees as their respective interests may appear, and shall provide that all proceeds thereof shall be payable to the Board of Directors and duplicates of said policies and endorsements and all renewals thereof, or certificates thereof, together with proof of payment of premium, shall be delivered to the Owners at least ten (10) days prior to the expiration date with respect to the then current policies. Duplicates shall also be obtained and issued by the Association to each mortgagee, if any, upon request of such mortgagee;
- (f) Individual Policies. The insurance coverage for the individual lots and the structure(s) thereon shall be purchased as individual policies under such terms and conditions as the Association may prescribe by the individual lot owners. Each lot shall be insured for its full replacement value; Lot owners shall also be liable for payment of any claim made against the Association caused solely by the negligent or willful act or behavior of said owner or their guests.
- (g) Distribution of Insurance Proceeds. Proceeds of insurance policy for the Common Areas shall be distributed to or for the benefit of the beneficial owners in the following manner:
- (1) all reasonable expenses of the insurance trustee shall be paid or provision made thereof;
  - (2) the remaining proceeds shall be used to defray the cost of repairs for the damage or reconstruction for which the proceeds are paid. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, including lienholders of record, or retained by the Association for such common expenses or purposes as the Board shall determine.

SECTION 2. Fidelity Bond. The association shall maintain blanket fidelity bonds for all officers, directors, employees, and all other persons handling or responsible for funds of the Association (provided, however, that if the Association shall delegate some or all of the responsibility for the handling of its funds to a management agent, such fidelity bonds shall be maintained by such management agent for its officers, employees and agents handling or responsible for funds of or administered on behalf of the Association).

## ARTICLE VI. COVENANTS FOR ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot, by acceptance of a deed for the Owner's Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association Regular Assessments for the payment of the Common Expenses and shall be made in the manner provided herein, and in the manner provided in the Bylaws. The Regular Assessment is established for the benefit and use of the Association and shall be used in covering all of the Common Expenses (collectively the "Assessments") including, but not limited to, common area maintenance, road maintenance and payment of any taxes assessed on the common areas and elements.

The Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the respective Lot against which the Assessments are made. Each such Assessment, together with interest costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal oblig-

ation for delinquent Assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

SECTION 2. Annual Assessments. The board of directors shall adopt a proposed annual budget at least 90 days before the beginning of each fiscal year. Within 30 days after adoption of the proposed budget for the Project, the Board of Directors shall provide all of the Lot Owners a summary of the budget and notice of a meeting to consider its ratification including a statement that the budget may be ratified without a quorum. The budget is ratified unless, at the meeting, a majority of all the Lot Owners in the Association rejects the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the Lot Owners shall be continued until such time as the Lot Owners ratify a subsequent budget proposed by the Board of Directors. The annual assessment for each Lot shall be established based on the annual budget thus adopted; provided, however, that the first Annual Assessment shall be set by the Declarant prior to the conveyance of the first Lot to an Owner. The due date for payment shall be established by the Board of Directors. The board of Directors shall have the authority to require the assessments to be paid in periodic installments.

The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

SECTION 3. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to the year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon any current or future Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the members of each class who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 4. Insurance Assessments. All premiums on insurance policies purchased by the Board of Directors or its designee and any deductibles payable by the Association upon loss shall be a common expense, and the Association may in any assessment year levy against the Owners equally an "Insurance Assessment", in addition to the Annual Assessments, which shall be in an amount sufficient to pay the annual cost of all such deductibles and insurance premiums not included as a component of the Annual Assessment.

SECTION 5. Tax Assessments. All annual or special assessments for taxes levied by a governmental agency for association property shall be a common expense and shall be the responsibility of the Association.

SECTION 6. Rate of Assessment. The Association may differentiate in the amount of Assessments charged when a reasonable basis for distinction exists, such as between vacant Lots of record with completed dwellings for which certificates of occupancy have been issued by the appropriate governmental authority, or when any other substantial difference as a ground of distinction exists between Lots. However, Assessments must be fixed at a uniform rate for all Lots similarly situated.

SECTION 7. Working Capital. The Association is authorized to establish an amount to be collected from each purchaser of a Lot(s) to be set aside in reserve.

SECTION 8. Commencement of Assessments. Assessments for each Lot shall commence upon the date of acceptance by an Owner of a deed from Declarant.

SECTION 9. Declarant Obligation for Assessments. During Declarant control period, Declarant shall be responsible to cover any budget shortfall; specifically the difference between the actual expenses charged the association less lot owner contributions.

SECTION 10. Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment or installment thereof not paid within (30) days after the due date shall bear interest from the due date at the highest rate allowable by law. The association may bring an action at law against the Owner per-

sonally obligated to pay the same, or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability of the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot. All unpaid installment payments of Assessments shall become immediately due and payable if an Owner fails to pay any installment within the time permitted. The Association may also establish and collect late fees for delinquent installments.

SECTION 11. Lien for Assessments. The Association may file a lien against a Lot when any Assessment levied against said Lot remains unpaid for a period of 30 days or longer.

- (a) The lien shall constitute a lien against the Lot when and after the claim of lien is filed of record in the office of the Clerk of Superior Court of the county in which the Lot is located. The Association may foreclose the claim of lien in like manner as a mortgage on real estate under power of sale under Article 2A of Chapter 45 of the General Statutes. Fees, charges, late charges, fines, interest, and other charges imposed pursuant to Sections 47-E-3-102, 47F-3-107A and 47F-3-115 of the Act are enforceable as Assessments.
- (b) The lien under this section shall be prior to all liens and encumbrances on a Lot except (i) liens and encumbrances (specifically including, but not limited to, a mortgage or deed of trust on the Lot) recorded before the docking of the claim of lien in the office of Clerk of Superior Court, and (ii) liens for real estate taxes and other governmental assessments and charges against the Lot.
- (c) The lien for unpaid assessments is extinguished unless proceedings to enforce the tax lien are instituted within three years after the docketing of the claim of lien by the office of the Clerk of Superior Court.
- (d) Any judgment, decree, or order in any action brought under this section shall include costs and reasonable attorney's fees for the prevailing party.
- (e) Where the holder of a first mortgage or deed of trust of record, or other purchaser of a Lot obtains title to the Lot as a result of foreclosure of a first mortgage or first deed of trust, such purchaser and its heirs, successors and assigns shall not be liable for the Assessments against the Lot which became due prior to the acquisition of title to the Lot by such purchaser. The unpaid Assessments shall be deemed to be common Expenses collectible from all the Lot Owners including such purchaser, its heirs, successors and assigns.
- (f) A claim of lien shall set forth the name and address of the association, the name of the record Owner of the Lot at the time the claim of lien is filed, a description of the Lot, and the amount of the lien claimed.

SECTION 12. Common Surplus. If the Annual Assessments collected in any given year is in excess of the actual Common Expenses for that year, the Association may, at its sole discretion, credit each Owner's share of the Common Surplus to each Owner's payment as for the Annual Assessment for the following year.

## ARTICLE VII. ARCHITECTURAL CONTROL

SECTION 1. Committee Established. The Association shall at all times have as a standing committee an architectural control committee, consisting of one or more persons. Each Committee member is appointed by, and serves at the pleasure of, the Board, unless the Board from time to time constitutes itself as the Committee. The Board from time to time may designate alternate members, to serve in the absence of any regular member. Absent Board action to the contrary, the Board is deemed to have constituted itself as the Committee.

Committee members need not be Directors but must be a lot owner. No Committee member is entitled to compensation for services performed; but the Board may employ independent professional advisors to the Committee and allow reasonable compensation to such advisors from Association funds. Any Committee action may be taken by a simple majority of its members, with or without a formal meeting or joint deliberation, so long as each member is informed in advance of the action proposed.

SECTION 2. Developer's Rights. All duties and responsibilities conferred upon the Architectural Review Committee by this Declaration or the By-Laws of the Association shall be exercised and performed by the Declarant or its Designee, so long as the Declarant shall own any lot in **Scott's Hill Village** or any additions annexed thereto by Supplemental Declaration or Amendment.

SECTION 3. Committee Authority. The Committee has full authority to regulate the exterior appearance of the Lots to: (i) assure harmony of external design and location in relation to surrounding buildings and topography and (ii) to protect and conserve the value and desirability of the Properties as a residential community. The power to regulate includes the power to prohibit those exterior uses, structures, conditions, or activities inconsistent with the provisions of this Declaration or otherwise contrary to the best interests of all Homeowners in maintaining the value and desirability of the Properties as a residential community.

SECTION 4. Committee Approval. No building, improvement, fence, structure, addition, landscaping, attachment, condition, excavation, alteration, or change (including any color change) may be made, installed, maintained, restored, or permitted to remain on or to the exterior of any Lot, unless made, installed, maintained, or restored, as the case may be, substantially in compliance with plans and specifications reviewed and approved by the Committee in advance. Notwithstanding the foregoing, the Committee's approval is not required for (i) interior areas of a building, (ii) restoration of any previously approved building, structure, or other item that is substantially identical in all respects to the original work, as approved, or (iii) for any item that is concealed from view by improvements, structures, fencing, vegetation, or other items previously approved or installed.

SECTION 5. Objective Standards. In addition to any other express standard that may be provided by this Declaration, all actions by the Committee must: (i) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Properties; and (ii) protect and conserve the value and desirability of the Properties as a residential community; and (iii) not conflict with the express provisions of the Legal Documents; and (iv) otherwise be in the best interests of all Homeowners in maintaining the value and desirability of the Properties as a residential community.

SECTION 6. Rules and Regulations. The Committee from time to time may adopt and amend reasonable, uniform rules and regulations as to all matters within the scope of its authority, including procedural matters, so long as such rules and regulations are (i) consistent with the provisions of the Legal Documents; and (ii) if the Board has not constituted itself as the Committee, approved by the Board before taking effect. Rules and regulations adopted pursuant to this Section have the same force and effect as the Association's other rules and regulations and are enforced by the Board in the name of the Association.

SECTION 7. Subjective Judgment. In addition to complying with the objective standards of this Declaration, Developer specifically intends the Committee members to exercise an informed, subjective aesthetic judgment as to any matters within the Committee's authority that is conclusive and binding upon any person affected, absent bad faith, mistake, or deliberate intentional discrimination that cannot be justified on any rational basis. Without limitation, and in recognition of the fact that each Lot is unique, no Committee action with respect to any particular Lot necessarily is of any precedential value with respect to any other Lot. Specifically, the fact that the Committee may have approved or denied a particular installation, condition, activity, or item with respect to any particular Lot does not, by itself, constitute grounds for requiring such approval or denial with respect to any other Lot. Each application for Committee action must be evaluated on its own merits, with the Committee exercising the broadest discretionary judgment that is consistent with the requirements of this Declaration.

SECTION 8. Review. The Board from time to time may appoint one or more persons to make preliminary review of any applications to the Committee and report such applications with such person's advisory recommendations for Committee action. If the Board has not constituted itself as the Committee, provision must be made for review by the Board of Committee decisions at the request of the applicant, subject to such reasonable limitations and procedures as the Board considers appropriate. The Association's procedures for review and enforcement of the provisions of this Article in all events and at all times must provide any affected person with reasonable advance notice and a reasonable opportunity to be heard in person and through appropriate representatives of such person's choosing in a reasonably impartial manner.

SECTION 9. Applications. Any applications for Committee approval must be accompanied by three sets of plans and specifications, together with such renderings, samples, models, and other information as the Committee reasonably may require. Any application submitted other than by a Homeowner must attach the Homeowner's written consent to the approval requested. Any application for installation of any building or other permanent structure must include a landscaping plan and detailed plot plan of any permanent improvements and structures. If requested, the Committee may require the preliminary staking of such improvements and structures according to such plan for Committee inspection. Any application for the initial installation of any residential dwelling also must include a grading and drainage plan and tree survey. Any costs of filing and processing an application pursuant to this Article are at the expense of the applicant; and the Association also may impose a reasonable, uniform application fee to defray its costs.

SECTION 10. Procedure. Within 60 days after receiving an application, the Committee either must approve the application as submitted or notify the applicant of (i) the Committee's intent to deny the application, or (ii) any additional plans, specifications, drawings, or other items that the Committee will require to act upon the application, or (iii) both of the foregoing. The Committee's failure to so notify the applicant is an approval of the application submitted. Upon receiving the foregoing notice, the applicant may request a hearing before the Committee, at which the applicant, personally and through representatives of the applicant's choosing, is entitled to a reasonable opportunity to be heard in a reasonably impartial manner, after reasonable advance notice. No particular formality is required for any of the Committee's proceedings, including any hearing, nor is any record required other than a written statement fairly summarizing the material features of any Committee action. Unless the applicant agrees otherwise, the Committee must approve or disapprove any application within 75 days after receipt.

SECTION 11. Approval. The Committee's approval is deemed given under any of the following circumstances: (i) the Committee fails to deny any application within 75 days after receipt, unless the applicant agrees to a longer period of time; or (ii) the Committee fails to notify the applicant of its intent to deny an application, or that further information is required, within 60 days after receipt of an application; as provided in the preceding Section; or (iii) no suit, action, or other proceeding is instituted by the Association within one year after substantial completion with respect to any use, activity, structure, installation, condition, or other item installed, maintained, or restored without application to the Committee. In all other events, the Committee's approval must be in writing and endorsed upon two sets of the plans and specifications, one of which must be returned to the applicant and one retained in the Association's permanent records for a period of at least five years. Upon completion of the approved work, the applicant and any architect, engineer, contractor, or other responsible professional must certify to the Association in writing that the work has been completed substantially according to the approved plans and specifications; and no Statute of Limitations begins to run in favor of any Homeowner or other applicant with respect to any substantial non-conformity to the approved plans and specifications until such certificate is filed.

SECTION 12. Changes. Any material change to any plans and specifications approved by the Committee also must be approved by the Committee as provided in this Article, except that the Committee will expedite, to the extent practical, any such application that is made while construction is in progress. The Committee in no event is required to act upon any such application in less than 15 days, however.

SECTION 13. Notice of Action. No suit, proceeding, or other action to enforce the provisions of this Article may be commenced or continued, nor may any of the provisions of this Article be enforced,

against any person who acquires any interest in a Lot without actual knowledge that a building or other structure (including walls and fencing) was installed, maintained, or restored, as the case may be, in violation of the requirements of this Article unless such suit, action, or other proceeding is commenced within one year after such building or other structure was substantially complete and a lis pendens or other notice of the pendency of such action is recorded within such time period. No such action may be commenced, continued, or otherwise enforced against any purchaser or creditor who acquires an interest in, or a lien upon, any Lot for value, other than pre-existing indebtedness, and without actual knowledge of any such violation, if such purchaser or creditor obtained a statement under penalty of perjury from the applicable Homeowner that no violation existed on such Lot at the time value was given or paid. Upon payment of any reasonable uniform charge that the Association, from time to time may impose to defray its costs, the Association within ten days after request will issue an appropriate certificate of compliance or noncompliance, as the case may be, with the provisions of this Article that is binding and conclusive as to the information it sets forth upon both the Association and any person without actual knowledge to the contrary.

SECTION 14. Developer Action. Notwithstanding any provision of this Article, no Committee approval is required for any residential dwelling or any of its appurtenances constructed or authorized by Declarant on any Lot, so long as it otherwise conforms to the applicable requirements of this Declaration. The foregoing exemption is for the exclusive benefit of a Declarant and may not be extended by Declarant to any Builder or any Homeowner other than Declarant.

SECTION 15. Hold Harmless. The Declarant, Association, and Architectural Review Committee do not warrant and make no representations regarding the quality of any building, improvement, structure, addition, landscaping, attachment, condition, excavation, alteration, or change located upon any lot. All owners hereby hold harmless the Declarant, Association, or Architectural Review Committee from any and all damages that may result from the installation, construction, maintenance or the like with regards to any improvements or additions.

## ARTICLE VIII.

### USE RESTRICTIONS AND MAINTENANCE

#### SECTION 1. Use Restrictions.

(a) Dwelling Size. The minimum heated square footage of each dwelling shall not be less than 1800 square feet.

(b) Land Use and Building Type. No Lot shall be used for any purpose except for residential purposes. All numbered Lots are restricted for construction of dwellings in accordance with the plat of **Scott's Hill Village**.

(c) 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. 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 other nature as may diminish or destroy the enjoyment of other Lots by the Owner thereof. It shall be the responsibility of each Owner to prevent any unclean, unsightly or unkempt condition of buildings or grounds on the Owner's Lot which would tend to decrease the beauty of the neighborhood as a whole or the specific area.

(d) Temporary Structures. No structure of a temporary character, trailer, basement, tent, garage, barn, or other temporary outbuilding shall be used on any Lot any time as a residence either temporarily or permanently without the written consent of the Association or its designee; provided, however, that this shall not prevent the Declarant, its designees or assigns from maintaining a construction trailer or office on any part of the Project until the construction of dwellings on all Lots and improvements are completed.

(e) Vehicles/Boats/Etc. No camper, trailer, motor or mobile homes, tractor/trailer, or similar type vehicle, bicycles, scooters, toys or other personal articles shall be permitted to remain on any Lot or on any street at any time. No inoperable vehicle or vehicle without current registration and insurance will be permitted on any Lot or street. The Association shall have the right to have all such vehicles towed away at the owner's expense. No repairs to any vehicle may be made on the streets or in driveways, but only in garages or other areas not visible from the street. No vehicle belonging to an owner or to a member of the family or guest, tenant, or employee of an owner shall be parked in such a manner as to impede or prevent ready access to another owner's lot. The owners, their employees, servants, agents, visitors, licensees and the owner's family will obey the parking regulation posted on the private streets and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners.

(f) Animals. No animals, livestock, poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and provided further that they are not allowed to run free, are at all times kept properly leashed or under the control of their owner and do not become a nuisance to the neighborhood. Pet owners shall be responsible to immediately and properly dispose of any pet waste on common areas or roadways.

(g) Nuisances. No owner shall make or permit any noises that will disturb or annoy the occupants of any of the lots in the development or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners.

(h) Statuary, TV Satellite Dishes and Outside Antennas. No yard statuary, yard art, or TV satellite signal receiving dishes are permitted on any lot and no outside radio or television antennas shall be erected on any Lot or dwelling unless and until permission for the same has been granted by the Board of Directors of the Association or its architectural control committee; provided, however, satellite dishes not over eighteen (18) inches in diameter which cannot be seen from the street are permitted.

(i) Construction in Any Future Common Area. No person shall undertake, cause or allow alteration or construction in or upon any portion of future Common Areas except at the direction or with the express written consent of the Association or as permitted by this Declaration.

(j) Subdividing. Subject to any rights reserved to the Declarant herein, no Lot shall be subdivided, or its boundary lines changed except with the prior written consent of the Declarant during the period of Declarant control of the Association and thereafter by the Board of Directors of the Association.

(k) Trash. Each owner shall keep such owner's lot in a good state of preservation and cleanliness and shall not sweep or throw or permit anything to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. All garbage and refuse from the lots shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Board of Managers/Directors may direct. All trash cans must be kept from view from the street except on trash pickup days. Trash cans must be removed from the street within 24 hours of trash pickup.

(l) Christmas Decorations. Christmas decorations may only be exhibited between November 20 and January 7 of the following year.

(m) Flags. No flags shall be flown upon any lot or common area in the subdivision with the exception of the flag of the State of North Carolina and the flag of the United States of America. No flags of any kind may be displayed upon vertical flag poles. No flag may be displayed larger than 4'x6'.

(n) Political Signs. No political signs may be displayed upon any common areas or individual lots within the subdivision.

(o) Damage Liability. Any damage to buildings, recreational facilities, or other common areas or equipment caused by owners, their children or their guests shall be repaired at the expense of the owner.

(p) Amendment and Revocation. Any consent or approval given under these Community rules by the Board of Managers shall be revocable at any time. These Community Rules may be added to or repealed at any time by the Board of Managers/Directors,

SECTION 2. Maintenance. To the extent the association is not obligated to provide maintenance pursuant to this Declaration, each Lot Owner shall keep his Lot free from weeds, underbrush or refuse piles, or unsightly growth or objects. In the event the Owner fails to do so, then after thirty days notice from the Architectural Control committee, the Association or its designee may enter upon the Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass, and in such event a lien shall arise and be created in favor of the full amount of the cost thereof chargeable to the Owner's Lot, including collection costs and such amounts shall be due and payable within thirty (30) days after the Owner is billed therefore. Such lien shall be enforceable by Court proceedings as provided by law for enforcement of liens. In the event that any maintenance activities are necessitated to any future Common areas by the willful act or active or passive negligence of any Owner, his family, guests, invitees or tenants and the cost of such maintenance, repair or other activity is not fully covered by insurance, then, at the sole discretion of the board of directors of the association, the cost of the same shall be the personal obligation of the owner and, if not paid to the association upon demand, may be added to the annual assessment levied against said Owner's Lot and shall become a lien against the Lot.

#### ARTICLE IX. GENERAL PROVISIONS

SECTION 1. Restrictions on Jurisdictional Wetlands. The areas denoted as Wetlands shown on the recorded plats for "**Scott's Hill Village**" recorded in the New Hanover and Pender County Register of Deeds shall be maintained in perpetuity in a natural and managed condition.

This covenant is intended to ensure continued compliance with the mitigation condition of a Clean Water Act authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action ID 200400941, and, therefore, may be enforced by the United States of America. This covenant is to run with the land and shall be binding on the Owner and all parties claiming through or under it, including, but not limited to any adjacent homeowner's or any homeowners' association to whom the owner may assign or convey its rights. Modification of this particular Section 13 of Article VI will require written consent of the United States Army Corps of Engineers.

The wetland map referred to in paragraph one of this Section designates Wetland areas. Notwithstanding the provisions of this Section, the following activities will be permitted in Wetland areas without further consent of the United States Army Corps of Engineers: establish and maintain pervious surface, nature trails; remove noxious or poisonous plants such as poison ivy, poison oak; repair or remove storm damage and/or dying or diseased vegetation and trees; erect, build and maintain pile supported structures not requiring permits pursuant to 33 CFR 323.3.

SECTION 2. Stormwater Management. **The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 070603 as issued by the North Carolina Department of Environment and Natural Resources under 15A NCAC 2H.1000.**

The maximum allowable built-upon area per lot is as shown on the NCDENR Permit Number SW8 070603 which is attached herein as Exhibit "A". 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, but does not include raised, open wood decking, or the water surface of swimming pools. The

covenants pertaining to stormwater may not be altered or rescinded without express written consent of the State of North Carolina. Filling in or piping of any vegetative conveyances associated with the development except for average driveway crossings is strictly prohibited by any persons. In case of a lot within CAMA's regulated AEC, where the Division of Coastal Management calculates a different maximum allowable built-upon area for that lot than is shown herein, the governing maximum built-upon area that lot shall be the most restrictive of the two.

The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the North Carolina Department of Environment and Natural Resources. These covenants are to run with the land and shall be binding on all persons and parties claiming under them. Each lot will maintain a 50' wide vegetated buffer between all impervious areas and surface waters or as allowed by the NCDENR permit. All roof drains shall terminate at least 50' from the mean high water mark of surface waters or as allowed by the NCDENR permit.

Any individual or entity found to be in noncompliance with the provisions of the stormwater management permit or the requirements of the stormwater rules found in 15A NCAC 02H.1000 and Session Law 2008-211, is subject to enforcement procedures as set forth in NCGS 143, Article 21.

SECTION 3. Rights of Institutional Note Holders. Any institutional holder of a first lien on a Lot will, upon request, be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of its fiscal year, (c) receive written notice of all meetings of the Association and right to designate a representative to attend all such meetings, (d) receive written notice of any condemnation or casualty loss that affects either a material portion of the Project or the Property securing its loan, (e) receive written notice of any sixty-day (60) delinquency in the payment of assessments or charges owed by any Owner of any property which is security for the loan, (f) receive written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, (g) receive written notice of any proposed action that requires the consent of a specified percentage of mortgage holders, and (h) be furnished with a copy of any master insurance policy.

SECTION 4. Utility Service. Declarant reserves the right to subject the Property to contracts for the installation of utilities, cable TV and street lighting, which may require an initial payment and/or a continuing monthly payment by the Owner of each Lot. Each Lot Owner will be required to pay for any water connections, sewer connections, impact fees or other utility service to the Lots. In the alternative, the Developer may collect such connection, impact and other fees, charges directly from the Lot Owners. All Lot Owners shall be required, for the household purposed, to use water and sewer supplied by the companies/governmental units servicing the Project. Separate water systems for outside irrigation and other outdoor uses shall not be permitted without the consent of the Declarant or the Association.

SECTION 5. Severability. Invalidation of any one of these covenant or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 6. Lots Subject to Declaration/Enforcement. All present and future Owners, tenants and occupants of Lots and their guests or invitees, shall be subject to, and shall comply with the provisions of the Declaration, and as the Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such Owner, tenant or occupant. The covenants and restrictions of this declaration shall inure to the benefit of and be enforceable (by proceedings at law or in equity) by the Association, or the Owner of any Lot, their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having any Lot, as though such provisions were made a part of each and every deed of conveyance or lease, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of (10) years, unless terminated by the Lot Owners. Failure by the association or by an

Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 7. Liability of Declarant. The affirmative vote of no less than two-thirds (2/3) of all votes entitled to be cast by the Association Members shall be required in order for the Association to (1) file a complaint, on account of an act or omission of the Declarant, with any governmental agency which has regulatory or judicial authority over the Project or any part thereof; or (2) assert a claim or sue the Declarant.

ARTICLE X.  
FUTURE DEVELOPMENT

SECTION 1. Developer may, from time to time, without the assent of any other entity, annex to and make part of the Subdivision any other real property which Developer now owns or later acquired (the "Additional Property"), upon such terms and conditions and subject to covenants and restrictions, as the Developer, in its sole discretion, shall deem reasonable and appropriate.

SECTION 2. Each such annexation of Additional Property shall become effective upon the recording of an amendment to this Declaration, duly executed by the Developer, specifically describing the Additional Property annexed to the subdivision, and setting forth the terms and conditions upon which such Additional Property is annexed to the Subdivision and the covenants and restrictions to which such Additional Property shall be subject.

**IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day and year first above written.**

CHL, LLC aka  
Scott's Hill Village Developer  
By *[Signature]* (SEAL)  
E W Davis, Jr., Member/Manager

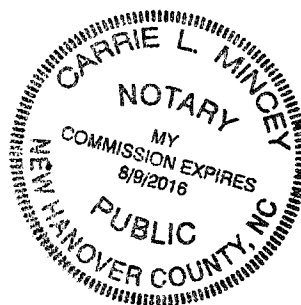
New Hanover County, North Carolina

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: E W Davis Jr., Member/Manager

Date: 7/8/16

*[Signature]*  
Printed Name: Carrie L Mincey, Notary Public

My commission expires: 8/9/2016





North Carolina Department of Environment and Natural Resources

Pat McCrory  
Governor

John E. Skvarla, III  
Secretary

August 15, 2014

Nathan Sanders, President  
Dominion Land Corporation  
Post Office Box 3167  
Wilmington, NC 28406

RECEIVED

AUG 20 2014

N & T

**Subject: Approved Plan Revision  
Scotts Hill Village  
Stormwater Project No. SW8 070603  
New Hanover County**

Dear Mr. Sanders:

On August 4, 2014, the Wilmington Regional Office received a plan revision for Stormwater Management Permit Number SW8 070603. The revisions include Increasing the number of lots from 166 to 226 and reallocating and reducing their allowable built-upon-area. It has been determined that a formal permit modification is not required for the proposed changes. We are forwarding you an approved copy of the revised plans and pages 2, 3, and 5 of the approved permit as well as "Table A" for your files. Please replace the old approved plan set with the plan set and replace the old pages 2, 3, and 5 of the permit with the new pages. "Table A" is also to be attached to the back of the permit as it is an essential part of the approved permit.

On August 5, 2009, the Governor signed Session Law 2009-406. This law impacts any development approval issued by the Division of Water Quality under Article 21 of Chapter 143 of the General Statutes, which is current and valid at any point between January 1, 2008, and December 31, 2010. The law extends the effective period of any stormwater permit that is set to expire during this time frame to three (3) years from its current expiration date. On August 2, 2010, the Governor signed Session Law 2010-177, which grants an extra year for a total of four (4) years extension. Therefore this permit will be effective until July 4, 2021, which includes all the extensions.

Please be aware that all terms and conditions of the permit issued on July 9, 2007, remain in full force and effect. Please also understand that the approval of this revision to the approved plans for the subject State Stormwater Permit is done on a case-by-case basis. Any other changes to this project must be submitted to and approved through the Division of Energy, Mineral and Land Resources prior to construction. The issuance of this plan revision does not preclude the permittee from complying with all other applicable statutes, rules, regulations or ordinances which may have jurisdiction over the proposed activity, and obtaining a permit or approval prior to construction.

If you have any questions concerning this matter, please do not hesitate to call me at (910) 796-7215.

Sincerely,

*Chris Baker*

Chris Baker  
Environmental Engineer II

cc: GDS/csb: G:\WQS\Stormwater\Permits & Projects\2007\070603 LD\2014 08 permit\_pr 070603  
Philip Norris, P. E., Norris and Tunstall Consulting Engineers, Inc.  
New Hanover County Building Inspections



**STATE OF NORTH CAROLINA**  
**DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**  
**DIVISION OF WATER QUALITY**

**STATE STORMWATER MANAGEMENT PERMIT**

**HIGH DENSITY DEVELOPMENT**

In accordance with the provisions of Article 21 of Chapter 143, General Statutes of North Carolina as amended, and other applicable Laws, Rules, and Regulations

PERMISSION IS HEREBY GRANTED TO

*Nathan Sanders & Dominion Land Corporation*

*Scotts Hill Village*

*Scotts Hill Loop Road, Scotts Hill, New Hanover County*

FOR THE

construction, operation and maintenance of 8 infiltration basins in compliance with the provisions of 15A NCAC 2H .1000 (hereafter referred to as the "stormwater rules") and the approved stormwater management plans and specifications and other supporting data as attached and on file with and approved by the Division of Water Quality and considered a part of this permit.

This permit shall be effective from the date of issuance until July 9, 2021 and shall be subject to the following specified conditions and limitations:

**I. DESIGN STANDARDS**

1. This permit is effective only with respect to the nature and volume of stormwater described in the application and other supporting data.
2. This stormwater system has been approved for the management of stormwater runoff as described in Sections 1.6 and 1.7 on page 3 of this permit. The subdivision is permitted for 226 single family lots each allowed a maximum allowable built-upon area in attached "Table A".
3. Approved plans and specifications for this project are incorporated by reference and are enforceable parts of the permit.
4. The design storm for each proposed infiltration basin is 2.5", and is capable of handling the 25 year-24 hour storm with no discharge, therefore, no bypass and no vegetated filter is required.
5. The total proposed built-upon area for the project is 56.44 acres, which is 45% of the total project site area of 124.45 acres. All runoff from the built-upon areas of the project must be directed into an infiltration basin.

State Stormwater Management Systems  
Permit No. SW8 070603

6. The following design elements have been permitted for the infiltration basins numbered 2, 5, 6 and 8A, and must be provided in the system at all times.

	<u>Basin # 2</u>	<u>5</u>	<u>6</u>	<u>8A</u>
a. Drainage Area, acres:	6.96	17.24	3.02	1.88
Onsite, ft <sup>2</sup> :	303,178	750,974	131,551	81,893
Offsite, ft <sup>2</sup> :	0	0	0	0
b. Total Impervious Surfaces, ft <sup>2</sup> :	134,164	298,387	47,916	34,848
Onsite, ft <sup>2</sup> :	134,164	298,387	47,916	34,848
Offsite, ft <sup>2</sup> :	0	0	0	0
Future, ft <sup>2</sup> :	0	43,560	2,614	871
c. Basin Depth, feet:	6.65	3.0	1.50	1.60
d. Design Storm:	2.5	2.5	2.5	2.5
e. Bottom Elevation, FMSL:	17.0	9.0	8.0	13.0
f. Permitted Surface Area @Bottom, ft <sup>2</sup> :	1,376	18,164	5,631	3,853
g. Permitted Storage Volume, ft <sup>3</sup> :	36,944	68,381	10,477	7,785
h. Storage/Bypass Elevation, FMSL:	23.65	12.0	9.50	14.6
i. Type of Soil:	KE, ANB	KE	KE	KE
j. Expected Avg. Infiltration Rate, in/hr:	10	12.0	12.0	12.0
k. SHWT Elevation, FMSL:	13.7	7.0	6.0	11.0
l. Time to Draw Down, hours:	25	4	2	2
m. Receiving Stream / River Basin:		Futch Creek / CPF24		
n. Stream Index Number:		18-87-19		
o. Classification of Water Body:		"SA HQW"		

7. The following design elements have been permitted for the infiltration basins numbered 8B, 10, 11A and 12, and must be provided in the system at all times.

	<u>Basin # 8B</u>	<u>10</u>	<u>11A</u>	<u>12</u>
a. Drainage Area, acres:	4.92	7.50	13.40	58.02
Onsite, ft <sup>2</sup> :	214,315	326,700	563,231	2,527,351
Offsite, ft <sup>2</sup> :	0	0	20,473	0
b. Total Impervious Surfaces, ft <sup>2</sup> :	95,832	130,244	264,845	1,452,290
Onsite, ft <sup>2</sup> :	95,832	130,244	44,372	1,452,290
Offsite, ft <sup>2</sup> :	0	0	20,473	0
Contingency, ft <sup>2</sup> :	0	0	0	21,780
Future, ft <sup>2</sup> :	2,178	2,178	159,430	839,837
c. Basin Depth, feet:	1.60	2.0	2.6	6.60
d. Design Storm:	2.5	2.5	2.5	2.5
e. Bottom Elevation, FMSL:	11.0	10.0	7.0	11.0
f. Permitted Surface Area @Bottom, ft <sup>2</sup> :	11,314	12,552	33,256	36,025
g. Permitted Storage Volume, ft <sup>3</sup> :	20,632	33,669	114,697	311,634
h. Storage/Bypass Elevation, FMSL:	12.6	12.0	9.60	17.6
i. Type of Soil:	KE	KE	KE	KE
j. Expected Avg. Infiltration Rate, in/hr:	18	5.5	2.5	21.0
k. SHWT elevation, FMSL:	9.0	7.0	5.0	6.0
l. Time to Draw Down, hours:	2	5	8	4
m. Receiving Stream / River Basin:		Futch Creek / CPF24		
n. Stream Index Number:		18-87-19		
o. Classification of Water Body:		"SA HQW"		

State Stormwater Management Systems  
Permit No. SW8 070603

10. Prior to the sale of any lot, the following deed restrictions must be recorded:
  - a. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 070603, 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. These covenants are to run with the land and be binding on all persons and parties claiming under them.
  - 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 Water Quality.
  - e. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.
  - f. The maximum built-upon area per lot is "Table A" attach to this permit. 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.
  - g. Lots within CAMA's Area of Environmental Concern may be subject to a reduction in their allowable built-upon area due to CAMA regulations.
  - h. All runoff from the built-upon surfaces on the lot must drain into the permitted system. This may be accomplished through providing roof drain gutters which drain to the street, grading the lot to drain toward the street, or grading perimeter swales and directing them into the pond or street. Lots that will naturally drain into the system are not required to provide these measures.
  - i. Built-upon area in excess of the permitted amount will require a permit modification.
11. A copy of the recorded deed restrictions must be submitted to the Division within 30 days of the date of recording the plat, and prior to selling lots. The recorded copy must contain all of the statements above, the signature of the Permittee, the deed book number and page, and the stamp/signature of the Register of Deeds.
12. Upon completion of construction, prior to issuance of a Certificate of Occupancy, and prior to operation of this permitted facility, a certification must be received from an appropriate designer for the system installed certifying that the permitted facility has been installed in accordance with this permit, the approved plans and specifications, and other supporting documentation. Any deviations from the approved plans and specifications must be noted on the Certification.
13. The permittee shall at all times provide the operation and maintenance necessary to assure that all components of the permitted stormwater system function at optimum efficiency. The approved Operation and Maintenance Plan must be followed in its entirety and maintenance must occur at the scheduled intervals including, but not limited to:
  - a. Semiannual scheduled inspections (every 6 months).
  - b. Sediment removal.
  - c. Mowing and revegetation of side slopes.
  - d. Immediate repair of eroded areas.
  - e. Maintenance of side slopes in accordance with approved plans and specifications.
  - f. Debris removal and unclogging of structures, orifice, catch basins and piping.
  - g. Access to all components of the system must be available at all times.

TABLE A

Lot #'s	# of Lots	Impervious Allocation, ft <sup>2</sup>
1-17	17	4,125
18-26, 32-52, 84-93, 150-178, 187-226	102	3,480
27-31, 56-83, 179-186	31	3,535
94-96	3	4,965
97-100, 114-127, 136-138	21	4,040
101-102, 107-113	9	4,075
103-106	4	4,520
128-135, 139-149	19	3,940

Date Received	DEMLR USE ONLY Fee Paid (express only)	Permit Number
5-9-14	<i>[Signature]</i>	SW8 070603

**State of North Carolina  
Department of Environment and Natural Resources  
Division of Energy, Mineral and Land Resources**

**STORMWATER MANAGEMENT PERMIT PLAN REVISION APPLICATION FORM**

*This form may be photocopied for use as an original*

**I. GENERAL INFORMATION**

070603

1. Stormwater Management Permit Number: SW8 0706603

2. Project Name: Scotts Hill Village

3. Permit Holder's name (specify the name of the corporation, individual, etc.):

Dominion Land Corporation

4. Print Owner/Signing Official's name and title (person legally responsible for permit):

Nathan Sanders, President

5. Mailing Address for person listed in item 2 above:

P.O. Box 3167

City: Wilmington

State: NC

Zip: 28403

Phone: (910 ) 791-1196

Fax: (910 ) 452-0261

Email: nathan@sancohomes.com

**II. PLAN REVISION INFORMATION**

1. Summarize the plan revision proposed (attach additional pages if needed):

Revision of lot lines, total number of lots, and allocation per lot (see attached sheet). No change to permitted

impervious totals or road alignment.

**III. SUBMITTAL REQUIREMENTS**

Only complete application packages will be accepted and reviewed by the Division of Energy, Mineral and Land Resources (DEMLR). A complete package includes all of the items listed below. The complete application package should be submitted to the DEMLR Office that issued the permit.

1. Please indicate that you have provided the following required information by initialing in the space provided next to each item.

- Original & 1 copy of the Plan Revision Application Form
- Two (2) copies of revised plans (*must be revisions of original approved plan sheet(s)*)

Initials  
JRB/meh  
JRB/meh

If applying for Express review (*only available in 20 coastal counties*):

- Application fee of \$500.00 (*made payable to NCDENR*)

N/A

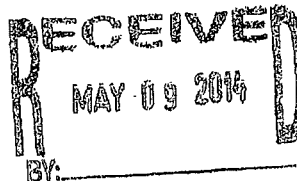
**VI. APPLICANT'S CERTIFICATION**

I, (print or type name of person listed in General Information, item 3) Nathan Sanders, President

certify that I have authorized these plan revisions and that the information included on this plan revision application is, to the best of my knowledge, correct and complete.

Signature: X *Nathan J. Sanders, Pres.*

Date: X 5/11/2014





Michael F. Easley, Governor

William G. Ross Jr., Secretary  
North Carolina Department of Environment and Natural ResourcesColeen H. Sullins, P.E. Director  
Division of Water Quality

July 9, 2007

Nathan Sanders, President  
Dominion Land Corporation  
PO Box 3167  
Wilmington, NC 28406

RECEIVED

JUL 10 2007

06126

**Subject: Stormwater Permit No. SW8 070603  
Scotts Hill Village  
High Density Subdivision Project  
New Hanover County**

Dear Mr. Sanders:

The Wilmington Regional Office received a complete Stormwater Management Permit Application for Scotts Hill Village on July 5, 2007. Staff review of the plans and specifications has determined that the project, as proposed, will comply with the Stormwater Regulations set forth in Title 15A NCAC 2H.1000. We are forwarding Permit No. SW8 070603, dated July 9, 2007, for the construction of the project, Scotts Hill Village.

This permit shall be effective from the date of issuance until July 9, 2017, and shall be subject to the conditions and limitations as specified therein. Please pay special attention to the Operation and Maintenance requirements in this permit. Failure to establish an adequate system for operation and maintenance of the stormwater management system will result in future compliance problems.

If any parts, requirements, or limitations contained in this permit are unacceptable, you have the right to request an adjudicatory hearing upon written request within sixty (60) days following receipt of this permit. This request must be in the form of a written petition, conforming to Chapter 150B of the North Carolina General Statutes, and filed with the Office of Administrative Hearings, P.O. Drawer 27447, Raleigh, NC 27611-7447. Unless such demands are made this permit shall be final and binding.

If you have any questions, or need additional information concerning this matter, please contact Linda Lewis, or me at (910) 796-7215.

Sincerely,

Edward Beck  
Regional Supervisor  
Surface Water Protection Section

ENB/art: S:\WQS\STORMWATER\PERMIT\070603.jul07  
cc: Kent Harrell, P.E., Norris Kuske & Tunstall  
Tony Roberts, New Hanover County Building Inspections  
Beth E. Wetherill, New Hanover County Engineering  
Division of Coastal Management  
Linda Lewis  
Wilmington Regional Office  
Central Files

One  
North Carolina  
Naturally

STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES  
DIVISION OF WATER QUALITY

STATE STORMWATER MANAGEMENT PERMIT

HIGH DENSITY DEVELOPMENT

In accordance with the provisions of Article 21 of Chapter 143, General Statutes of North Carolina as amended, and other applicable Laws, Rules, and Regulations

PERMISSION IS HEREBY GRANTED TO

*Nathan Sanders & Dominion Land Corporation*

*Scotts Hill Village*

*Scotts Hill Loop Road, Scotts Hill, New Hanover County*

FOR THE

construction, operation and maintenance of 8 infiltration basins in compliance with the provisions of 15A NCAC 2H .1000 (hereafter referred to as the "*stormwater rules*") and the approved stormwater management plans and specifications and other supporting data as attached and on file with and approved by the Division of Water Quality and considered a part of this permit.

This permit shall be effective from the date of issuance until July 9, 2017 and shall be subject to the following specified conditions and limitations:

**I. DESIGN STANDARDS**

1. This permit is effective only with respect to the nature and volume of stormwater described in the application and other supporting data.
2. This stormwater system has been approved for the management of stormwater runoff as described in Sections 1.6 and 1.7 on page 3 of this permit. The subdivision is permitted for 156 single family lots, each allowed a maximum of 5,000 square feet of built-upon area.
3. Approved plans and specifications for this project are incorporated by reference and are enforceable parts of the permit.
4. The design storm for each proposed infiltration basin is 2.5", and is capable of handling the 25 year-24 hour storm with no discharge, therefore, no bypass and no vegetated filter is required.
5. The total proposed built-upon area for the project is 56.44 acres, which is 45% of the total project site area of 124.45 acres. All runoff from the built-upon areas of the project must be directed into an infiltration basin.

## State Stormwater Management Systems

Permit No. SW8 070603

6. The following design elements have been permitted for the infiltration basins numbered 2, 5, 6 and 8A, and must be provided in the system at all times.

	Basin # 2	5	6	8A
a. Drainage Area, acres:	6.96	17.24	3.02	1.88
Onsite, ft <sup>2</sup> :	303,178	750,974	131,551	81,893
Offsite, ft <sup>2</sup> :	0	0	0	0
b. Total Impervious Surfaces, ft <sup>2</sup> :	134,164	298,387	47,916	34,848
Lots at 5,000 ft <sup>2</sup> :	70,131	145,055	34,848	24,829
Roads/Parking, ft <sup>2</sup> :	56,628	87,556	0	7,841
Sidewalk, ft <sup>2</sup> :	7,405	12,197	0	1,307
Offsite, ft <sup>2</sup> :	0	0	0	0
Amenity, ft <sup>2</sup> :	0	10,019	10,454	0
Future, ft <sup>2</sup> :	0	43,560	2,614	871
c. Basin Depth, feet:	6.65	3.0	1.50	1.60
d. Design Storm:	2.5	2.5	2.5	2.5
e. Bottom Elevation, FMSL:	17.0	9.0	8.0	13.0
f. Permitted Surface Area @Bottom, ft <sup>2</sup> :	1,376	18,164	5,631	3,853
g. Permitted Storage Volume, ft <sup>3</sup> :	36,944	68,381	10,477	7,785
h. Storage/Bypass Elevation, FMSL:	23.65	12.0	9.50	14.6
i. Type of Soil:	KE, ANB	KE	KE	KE
j. Expected Avg. Infiltration Rate, in/hr:	10	12.0	12.0	12.0
k. SHWT Elevation, FMSL:	13.7	7.0	6.0	11.0
l. Time to Draw Down, hours:	25	4	2	2
m. Receiving Stream / River Basin:		Futch Creek / CPF24		
n. Stream Index Number:		18-87-19		
o. Classification of Water Body:		"SA HQW"		

7. The following design elements have been permitted for the infiltration basins numbered 8B, 10, 11A and 12, and must be provided in the system at all times.

	Basin # 8B	10	11A	12
a. Drainage Area, acres:	4.92	7.50	13.40	58.02
Onsite, ft <sup>2</sup> :	214,315	326,700	563,231	2,527,351
Offsite, ft <sup>2</sup> :	0	0	20,473	0
b. Total Impervious Surfaces, ft <sup>2</sup> :	95,832	130,244	264,845	1,452,290
Lots at 5,000 ft <sup>2</sup> :	44,867	84,942	74,923	355,014
Roads/Parking, ft <sup>2</sup> :	44,867	37,897	9,148	213,880
Sidewalk, ft <sup>2</sup> :	3,920	5,227	871	21,780
Offsite, ft <sup>2</sup> :	0	0	20,473	0
Contingency, ft <sup>2</sup> :	0	0	0	21,780
Future, ft <sup>2</sup> :	2,178	2,178	159,430	839,837
c. Basin Depth, feet:	1.60	2.0	2.6	6.60
d. Design Storm:	2.5	2.5	2.5	2.5
e. Bottom Elevation, FMSL:	11.0	10.0	7.0	11.0
f. Permitted Surface Area @Bottom, ft <sup>2</sup> :	11,314	12,552	33,256	36,025
g. Permitted Storage Volume, ft <sup>3</sup> :	20,632	33,669	114,697	311,634
h. Storage/Bypass Elevation, FMSL:	12.6	12.0	9.60	17.6
i. Type of Soil:	KE	KE	KE	KE
j. Expected Avg. Infiltration Rate, in/hr:	18	5.5	2.5	21.0
k. SHWT elevation, FMSL:	9.0	7.0	5.0	6.0
l. Time to Draw Down, hours:	2	5	8	4
m. Receiving Stream / River Basin:		Futch Creek / CPF24		
n. Stream Index Number:		18-87-19		
o. Classification of Water Body:		"SA HQW"		

**II. SCHEDULE OF COMPLIANCE**

1. No homeowner/lot owner/developer shall fill in, alter, or pipe any drainage feature (such as swales) shown on the approved plans as part of the stormwater management system without submitting a revision to the permit and receiving approval from the Division.
2. The permittee is responsible for verifying that the proposed built-upon area for the individual lot, including, but not limited to structures, covered decks, out-buildings, walkways and driveways, does not exceed the allowable built-upon area. Once the ownership of the lot is transferred, responsibility for maintaining compliance with the built-upon area limit falls to the individual homeowner via the deed restrictions. The allotted built-upon area may not be revised without approval from the Division of Water Quality.
3. The Director may notify the permittee when the permitted site does not meet one or more of the minimum requirements of the permit. Within the time frame specified in the notice, the permittee shall submit a written time schedule to the Director for modifying the site to meet minimum requirements. The permittee shall provide copies of revised plans and certification in writing to the Director that the changes have been made.
4. All stormwater collection and treatment systems must be located in either dedicated common areas or recorded easements. The final plats for the project will be recorded showing all such required easements, in accordance with the approved plans.
5. The stormwater management system shall be constructed in its entirety, vegetated and operational for its intended use prior to the construction of any built-upon surface.
6. Permanent seeding requirements for the stormwater control must follow the guidelines established in the North Carolina Erosion and Sediment Control Planning and Design Manual.
7. The permittee shall submit to the Director and shall have received approval for revised plans, specifications, and calculations prior to construction, for any modification to the approved plans, including, but not limited to, those listed below:
  - a. Any revision to the approved plans, regardless of size.
  - b. Project name change.
  - c. Transfer of ownership.
  - d. Redesign or addition to the approved amount of built-upon area.
  - e. Further subdivision, acquisition, or sale of all or part of the project area. The project area is defined as all property owned by the permittee, for which Sedimentation and Erosion Control Plan approval or a CAMA Major permit was sought.
  - f. Filling in, altering, or piping of any vegetative conveyance shown on the approved plan.
8. The Director may determine that other revisions to the project should require a modification to the permit.
9. During construction, erosion shall be kept to a minimum and any eroded areas of the system will be repaired immediately. Infiltration systems should not be used as erosion control devices, due to the potential clogging. If the stormwater system was used as an Erosion Control device, it must be restored to design condition prior to operation as a stormwater treatment device, and prior to occupancy of the facility.

10. Prior to the sale of any lot, the following deed restrictions must be recorded:
  - a. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 070603, 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. These covenants are to run with the land and be binding on all persons and parties claiming under them.
  - 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 Water Quality.
  - e. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.
  - f. The maximum built-upon area per lot is 5,000 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, coquina and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools.
  - g. Lots within CAMA's Area of Environmental Concern may be subject to a reduction in their allowable built-upon area due to CAMA regulations.
  - h. All runoff from the built-upon surfaces on the lot must drain into the permitted system. This may be accomplished through providing roof drain gutters which drain to the street, grading the lot to drain toward the street, or grading perimeter swales and directing them into the pond or street. Lots that will naturally drain into the system are not required to provide these measures.
  - i. Built-upon area in excess of the permitted amount will require a permit modification.
11. A copy of the recorded deed restrictions must be submitted to the Division within 30 days of the date of recording the plat, and prior to selling lots. The recorded copy must contain all of the statements above, the signature of the Permittee, the deed book number and page, and the stamp/signature of the Register of Deeds.
12. Upon completion of construction, prior to issuance of a Certificate of Occupancy, and prior to operation of this permitted facility, a certification must be received from an appropriate designer for the system installed certifying that the permitted facility has been installed in accordance with this permit, the approved plans and specifications, and other supporting documentation. Any deviations from the approved plans and specifications must be noted on the Certification.
13. The permittee shall at all times provide the operation and maintenance necessary to assure that all components of the permitted stormwater system function at optimum efficiency. The approved Operation and Maintenance Plan must be followed in its entirety and maintenance must occur at the scheduled intervals including, but not limited to:
  - a. Semiannual scheduled inspections (every 6 months).
  - b. Sediment removal.
  - c. Mowing and revegetation of side slopes.
  - d. Immediate repair of eroded areas.
  - e. Maintenance of side slopes in accordance with approved plans and specifications.
  - f. Debris removal and unclogging of structures, orifice, catch basins and piping.
  - g. Access to all components of the system must be available at all times.

14. Records of maintenance activities must be kept and made available upon request to authorized personnel of DWQ. The records will indicate the date, activity, name of person performing the work and what actions were taken.
15. Prior transfer of the permit, the stormwater facilities will be inspected by DWQ personnel. The facility must be in compliance with all permit conditions. Any items not in compliance must be repaired or replaced to design condition prior to the transfer. Records of maintenance activities performed to date will be required.
16. This permit shall become voidable unless the facilities are constructed in accordance with the conditions of this permit, the approved plans and specifications, and other supporting data.

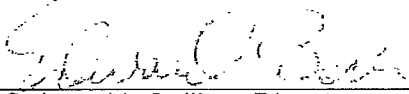
### III. GENERAL CONDITIONS

1. This permit is not transferable to any person or entity except after notice to and approval by the Director. In the event there is either a desire for the facilities to change ownership, or there is a name change of the Permittee, a completed "Name/Ownership Change Form" must be submitted to the Division of Water Quality signed by both parties involved, accompanied by appropriate documentation as listed on page 2 of the form. The project must be in good standing with DWQ. The approval of this request will be considered on its merits and may or may not be approved.
2. The permittee is responsible for compliance with all of the terms and conditions of this permit until such time as the Director approves the transfer request.
3. Failure to abide by the conditions and limitations contained in this permit may subject the Permittee to enforcement action by the Division of Water Quality, in accordance with North Carolina General Statute 143-215.6A to 143-215.6C.
4. The issuance of this permit does not preclude the Permittee from complying with any and all statutes, rules, regulations, or ordinances which may be imposed by other government agencies (local, state, and federal) which have jurisdiction.
5. In the event that the facilities fail to perform satisfactorily, including the creation of nuisance conditions, the Permittee shall take immediate corrective action, including those as may be required by this Division, such as the construction of additional or replacement stormwater management systems.
6. The permit may be modified, revoked and reissued or terminated for cause. The filing of a request for a permit modification, revocation and reissuance or termination does not stay any permit condition.
7. Permittee grants permission to staff of the DWQ to access the property for the purposes of inspecting the stormwater facilities during normal business hours.
8. The permittee shall notify the Division in writing of any name, ownership or mailing address changes within 30 days.
9. A copy of the approved plans and specifications shall be maintained on file by the Permittee for a minimum of ten years from the date of the completion of construction.

State Stormwater Management Systems  
Permit No. SW8 070603

Permit issued this the 9th day of July 2007.

NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION



---

for Coleen H. Sullins, Director  
Division of Water Quality

By Authority of the Environmental Management Commission

Scotts Hill Village  
Stormwater Permit No. SW8 070603  
New Hanover County

Page 1 of 2

**Designer's Certification**

I, \_\_\_\_\_, as a duly registered \_\_\_\_\_ in the State of North Carolina, having been authorized to observe (periodically/weekly/full time) the construction of the project,

\_\_\_\_\_  
(Project)

for \_\_\_\_\_ (Project Owner) hereby state that, to the best of my abilities, due care and diligence was used in the observation of the project construction such that the construction was observed to be built within substantial compliance and intent of the approved plans and specifications.

The checklist of items on page 2 of this form are a part of this Certification.

Noted deviations from approved plans and specifications:

SEAL

Signature \_\_\_\_\_

Registration Number \_\_\_\_\_

Date \_\_\_\_\_

## Certification Requirements:

Page 2 of 2

- \_\_\_\_ 1. The drainage area to the system contains approximately the permitted acreage.
- \_\_\_\_ 2. The drainage area to the system contains no more than the permitted amount of built-upon area.
- \_\_\_\_ 3. All the built-upon area associated with the project is graded such that the runoff drains to the system.
- \_\_\_\_ 4. All roof drains are located such that the runoff is directed into the system.
- \_\_\_\_ 5. The outlet/bypass structure elevations are per the approved plan.
- \_\_\_\_ 6. The outlet structure is located per the approved plans.
- \_\_\_\_ 7. Trash rack is provided on the outlet/bypass structure.
- \_\_\_\_ 8. All slopes are grassed with permanent vegetation.
- \_\_\_\_ 9. Vegetated slopes are no steeper than 3:1.
- \_\_\_\_ 10. The inlets are located per the approved plans and do not cause short-circuiting of the system.
- \_\_\_\_ 11. The permitted amounts of surface area and/or volume have been provided.
- \_\_\_\_ 12. Required drawdown devices are correctly sized per the approved plans.
- \_\_\_\_ 13. All required design depths are provided.
- \_\_\_\_ 14. All required parts of the system are provided, such as a vegetated shelf, a forebay, and the vegetated filter.
- \_\_\_\_ 15. The required dimensions of the system are provided, per the approved plan.

cc: NCDENR-DWQ Regional Office  
Tony Roberts, New Hanover County Building Inspections

OFFICE USE ONLY		
Date Received	Fee Paid	Permit Number
0-10-2007	\$9000	208070603

Mod 6-18 2007

State of North Carolina  
Department of Environment and Natural Resources  
Division of Water Quality

**STORMWATER MANAGEMENT PERMIT APPLICATION FORM**

*This form may be photocopied for use as an original*

**I. GENERAL INFORMATION**

1. Applicants name (specify the name of the corporation, individual, etc. who owns the project):

Dominion Land Corporation

2. Print Owner/Signing Official's name and title (person legally responsible for facility and compliance):

Nathan S. Sanders President

3. Mailing Address for person listed in item 2 above:

PO Box 3167

City: Wilmington

State: NC

Zip: 28406

Telephone Number: (910) 791-1196

4. Project Name (subdivision, facility, or establishment name – should be consistent with project name on plans, specifications, letters, operation and maintenance agreements, etc.):

Scotts Hill Village

5. Location of Project (street address):

9000 Market Street (per NHC GIS)

City: \_\_\_\_\_

County: New Hanover/Pender

6. Directions to project (from nearest major intersection):

From U.S. 17 (Market Street), take a right on S.R. 1571 (Scotts Hill Loop Road), travel approximately 1500 feet, property is on the right

7. Latitude: 34° 19.0' Longitude: 77° 46.5' of project

8. Contact person who can answer questions about the project:

Name: Kent Harrell, PE or Christene Pyne Telephone Number: (910) 343-9653

**II. PERMIT INFORMATION**

1. Specify whether project is (check one):  New  Renewal  Modification



Basin Information	Drainage Area 2		Drainage Area 5		Drainage Area 6	
Receiving Stream Name	Futch Creek		Futch Creek		Futch Creek	
Receiving Stream Class	SA; HQW		SA; HQW		SA; HQW	
Units	AC	SF	AC	SF	AC	SF
Drainage Area	6,960	303,178	17,240	750,974	3,020	131,551
Existing Impervious* Area	0.000	0	0.000	0	0.000	0
Proposed Impervious* Area	3.080	134,165	6.850	298,386	1.100	47,916
Off-site	0.000	0	0.000	0	0.000	0
% Impervious* Area (total)	44%		40%		36%	

Impervious* S.A.- Residential	Drainage Area 2		Drainage Area 5		Drainage Area 6	
Units	AC	SF	AC	SF	AC	SF
Single Family Lots	1.610	70,132	3.330	145,055	0.800	34,848
Future Multi-Family	0.000	0	0.000	0	0.000	0
Streets	1.300	56,628	2.010	87,556	0.000	0
Sidewalks	0.170	7,405	0.280	12,197	0.000	0
Contingency	0.000	0	1.000	43,560	0.060	2,614
Off-site	0.000	0	0.000	0	0.000	0
Amenity	0.000	0	0.230	10,019	0.240	10,454
Impervious* S.A.- Commercial	Drainage Area 2		Drainage Area 5		Drainage Area 6	
Units	AC	SF	AC	SF	AC	SF
Future	0.000	0	0.000	0	0.000	0
Streets	0.000	0	0.000	0	0.000	0
Sidewalks	0.000	0	0.000	0	0.000	0
Off-site	0.000	0	0.000	0	0.000	0
OTHER	0.000	0	0.000	0	0.000	0
<b>TOTAL:</b>	<b>3.080</b>	<b>134,165</b>	<b>6.850</b>	<b>298,386</b>	<b>1.100</b>	<b>47,916</b>

\* Impervious area is defined as the built upon area including, but not limited to, buildings, sidewalks, gravel areas, etc.

Basin Information	Drainage Area 8A		Drainage Area 8B		Drainage Area 10	
Receiving Stream Name	Futch Creek		Futch Creek		Futch Creek	
Receiving Stream Class	SA; HQW		SA; HQW		SA; HQW	
Units	AC	SF	AC	SF	AC	SF
Drainage Area	1,880	81,893	4,920	214,315	7,500	326,700
Existing Impervious* Area	0.000	0	0.000	0	0.000	0
Proposed Impervious* Area	0.800	34,848	2.200	95,832	2.990	130,244
Offsite drainage area	0.000	0	0.094	4,095	0.000	0
% Impervious* Area (total)	43%		45%		40%	

Impervious* S.A.- Residential	Drainage Area 8A		Drainage Area 8B		Drainage Area 10	
Units	AC	SF	AC	SF	AC	SF
Single Family Lots	0.570	24,829	1.030	44,867	1.950	84,942
Future Multi-Family	0.000	0	0.000	0	0.000	0
Streets	0.180	7,841	1.030	44,867	0.870	37,897
Sidewalks	0.030	1,307	0.090	3,920	0.120	5,227
Contingency	0.020	871	0.050	2,178	0.050	2,178
Off-site	0.000	0	0.000	0	0.000	0
Amenity	0.000	0	0.000	0	0.000	0
Impervious* S.A.- Commercial	Drainage Area 8A		Drainage Area 8B		Drainage Area 10	
Units	AC	SF	AC	SF	AC	SF
Future	0.000	0	0.000	0	0.000	0
Streets	0.000	0	0.000	0	0.000	0
Sidewalks	0.000	0	0.000	0	0.000	0
Off-site	0.000	0	0.000	0	0.000	0
OTHER	0.000	0	0.000	0	0.000	0
<b>TOTAL:</b>	<b>0.800</b>	<b>34,848</b>	<b>2.200</b>	<b>95,832</b>	<b>2.990</b>	<b>130,244</b>

\* Impervious area is defined as the built upon area including, but not limited to, buildings, sidewalks, gravel areas, etc.

BK 4624  
PG 108  
Book 5985 DQC# 20012642

Basin Information	Drainage Area 11A, 11B, 11D Combined		Drainage Area 12A, 12B, 12C, 12D Combined		Total Drainage Area to Infiltration Basins	
	AC	SF	AC	SF	AC	SF
Receiving Stream Name	Futch Creek		Futch Creek		Futch Creek	
Receiving Stream Class	SA; HQW		SA; HQW		SA; HQW	
Units	AC	SF	AC	SF	AC	SF
Drainage Area	13,400	583,704	58,020	2,527,351	112,940	4,919,666
Existing Impervious* Area	0,470	20,473	0,000	0	0,470	20,473
Proposed Impervious* Area	5,140	223,898	33,340	1,452,290	55,970	2,438,053
Offsite drainage area	1,890	82,328	0,000	0	1,984	86,423
% Impervious* Area (total)	45%		57%		50%	

Impervious* S.A.- Residential	Drainage Area 11A, 11B, 11D Combined		Drainage Area 12A, 12B, 12C, 12D Combined		Total Drainage Area to Infiltration Basins	
	AC	SF	AC	SF	AC	SF
Units	AC	SF	AC	SF	AC	SF
Single Family Lots	1,720	74,923	8,150	355,014	19,160	834,610
Future Multi-Family	3,660	159,430	19,280	839,837	22,940	999,266
Streets	0,210	9,148	4,910	213,880	10,510	457,816
Sidewalks	0,020	871	0,500	21,780	1,210	52,708
Contingency	0,000	0	0,500	21,780	1,680	73,181
Off-site	0,470	20,473	0,000	0	0,470	20,473
Amenity	0,000	0	0,000	0	0,470	20,473
Impervious* S.A.- Commercial	Drainage Area 11A, 11B, 11D Combined		Drainage Area 12A, 12B, 12C, 12D Combined		Total Drainage Area to Infiltration Basins	
Units	AC	SF	AC	SF	AC	SF
Future	0,000	0	0,000	0	0,000	0
Streets	0,000	0	0,000	0	0,000	0
Sidewalks	0,000	0	0,000	0	0,000	0
Off-site	0,000	0	0,000	0	0,000	0
OTHER	0,000	0	0,000	0	0,000	0
<b>TOTAL:</b>	<b>6,080</b>	<b>264,845</b>	<b>33,340</b>	<b>1,452,290</b>	<b>56,440</b>	<b>2,458,526</b>

\* Impervious area is defined as the built upon area including, but not limited to, buildings, sidewalks, gravel areas, etc.

Basin Information	GREEN AREAS		11C ONSITE		Gross Site Drainage Area (offsite deducted)	
	AC	SF	AC	SF	AC	SF
Receiving Stream Name	Futch Creek		Futch Creek		Futch Creek	
Receiving Stream Class	SA; HQW		SA; HQW		SA; HQW	
Units	AC	SF	AC	SF	AC	SF
Drainage Area	17.664	769,444	1.850	80,586	130.470	5,683,273
Existing Impervious* Area	0.000	0	0.000	0	0.470	20,473
Proposed Impervious* Area	0.000	0	0.000	0	55.500	2,417,580
Offsite drainage into system(s)	0.000	0.000	0.000	0.000	1.984	
% Impervious* Area (total)	0%		0%		43%	

Impervious* S.A.- Residential	GREEN AREAS		11C ONSITE		Gross Site Drainage Area (offsite deducted)	
	AC	SF	AC	SF	AC	SF
Units	AC	SF	AC	SF	AC	SF
Single Family Lots	0.000	0	0.000	0	19.160	834,610
Future Multi-Family	0.000	0	0.000	0	22.940	999,266
Streets	0.000	0	0.000	0	10.510	457,816
Sidewalks	0.000	0	0.000	0	1.210	52,708
Contingency	0.000	0	0.000	0	1.680	73,181
Off-site	0.000	0	0.000	0	0.470	20,473
Amenity	0.000	0	0.000	0	0.470	20,473
Impervious* S.A.- Commercial	GREEN AREAS		11C ONSITE		Gross Site Drainage Area (offsite deducted)	
Units	AC	SF	AC	SF	AC	SF
Future	0.000	0	0.000	0	0.000	0
Streets	0.000	0	0.000	0	0.000	0
Sidewalks	0.000	0	0.000	0	0.000	0
Off-site	0.000	0	0.000	0	0.000	0
Other	0.000	0	0.000	0	0.000	0
<b>TOTAL:</b>	0.000	0	0.000	0	56.440	2,458,526

\* Impervious area is defined as the built upon area including, but not limited to, buildings, sidewalks, gravel areas, etc.

7. How was the off-site impervious area listed above derived? The off-site impervious area draining to this system is an existing residential community that was found to be ~25% impervious based on aerial photography.

#### IV. DEED RESTRICTIONS AND PROTECTIVE COVENANTS

The following italicized deed restrictions and protective covenants are required to be recorded for all subdivisions, outparcels and future development prior to the sale of any lot. If lot sizes vary significantly, a table listing each lot number, size and the allowable built-upon area for each lot must be provided as an attachment.

1. *The following covenants are intended to ensure ongoing compliance with state stormwater management permit number \_\_\_\_\_ as issued by the Division of Water Quality. These covenants may not be changed or deleted without the consent of the State.*
2. *No more than \_\_\_\_\_ square feet of any lot shall be covered by structures or impervious materials. Impervious materials include asphalt, gravel, concrete, brick, stone, slate or similar material but do not include wood decking or the water surface of swimming pools.*
3. *Swales shall not be filled in, piped, or altered except as necessary to provide driveway crossings.*
4. *Built-upon area in excess of the permitted amount requires a state stormwater management permit modification prior to construction.*
5. *All permitted runoff from outparcels or future development 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 system as permitted.*

By your signature below, you certify that the recorded deed restrictions and protective covenants for this project shall include all the applicable items required above, that the covenants will be binding on all parties and persons claiming under them, that they will run with the land, that the required covenants cannot be changed or deleted without concurrence from the State, and that they will be recorded prior to the sale of any lot.

#### V. SUPPLEMENT FORMS

The applicable state stormwater management permit supplement form(s) listed below must be submitted for each BMP specified for this project. Contact the Stormwater and General Permits Unit at (919) 733-5083 for the status and availability of these forms.

Form SWU-102	Wet Detention Basin Supplement
Form SWU-103	Infiltration Basin Supplement
Form SWU-104	Low Density Supplement
Form SWU-105	Curb Outlet System Supplement
Form SWU-106	Off-Site System Supplement
Form SWU-107	Underground Infiltration Trench Supplement
Form SWU-108	Neuse River Basin Supplement
Form SWU-109	Innovative Best Management Practice Supplement

## VI. SUBMITTAL REQUIREMENTS

Only complete application packages will be accepted and reviewed by the Division of Water Quality (DWQ). A complete package includes all of the items listed below. The complete application package should be submitted to the appropriate DWQ Regional Office.

1. Please indicate that you have provided the following required information by initialing in the space provided next to each item.

- |   | Initials   |
|---|------------|
| • Original and one copy of the Stormwater Management Permit Application Form                  | <u>KPH</u> |
| • One copy of the applicable supplement form(s) for each BMP                                  | <u>KPH</u> |
| • Permit application processing fee of \$420 (payable to NCDENR)                              | <u>KPH</u> |
| • Detailed narrative description of stormwater treatment / management                         | <u>KPH</u> |
| • Two copies of plans and specifications, including:  | <u>KPH</u> |
| - Development / Project name  |            |
| - Engineer and firm   |            |
| - Legend  |            |
| - North arrow   |            |
| - Scale   |            |
| - Revision number & date  |            |
| - Mean high water line  |            |
| - Dimensioned property / project boundary   |            |
| - Location map with named streets or NCSR numbers   |            |
| - Original contours, proposed contours, spot elevations, finished floor elevations            |            |
| - Wetlands delineated, or a note on plans that none exist                                     |            |
| - Existing drainage (including off-site), drainage easements, pipe sizes, runoff calculations |            |
| - Drainage areas delineated   |            |
| - Vegetated buffers (where required)  |            |

## VII. AGENT AUTHORIZATION

If you wish to designate authority to another individual or firm so that they may provide information on your behalf, please complete this section.

Designated agent (individual or firm): Kent P. Harrell, P.E.  
Norris, Kuske & Tunstall Consulting Engineers, Inc.

Mailing Address: 902 Market Street

City: Wilmington State: NC Zip: 28401

Phone: (910) 343-9653 Fax: (910) 343-9604

## VIII. APPLICANT'S CERTIFICATION

I, (print or type name of person listed in General Information, item 2) Nathan S. Sanders,  
Certify that the information included on this permit application form is, to the best of my knowledge, correct and that the project will be constructed in conformance with the approved plans, that the required deed restrictions and protective covenants will be recorded, and that the proposed project complies with the requirements of 15A NCAC 2H.1000.

Signature:  Date: 6-10-07

State of North Carolina  
Department of Environment and Natural Resources  
Division of Water Quality

STORMWATER MANAGEMENT PERMIT APPLICATION FORM

**INFILTRATION BASIN SUPPLEMENT**

*This form may be photocopied for use as an original*

DWQ Stormwater Management Plan Review:

A complete stormwater management plan submittal includes a stormwater application form, an infiltration basin supplement for each system, design calculations, soils report and plans and specifications showing all stormwater conveyances and system details.

**I. PROJECT INFORMATION**

Project Name: Scotts Hill Village A Performance Residential Development

Contact Person: Kent P. Harrell (910) 343-9653

This worksheet applies to: Basin No. 2 in Drainage Area 2  
*(as identified on plan) (from Form SWU-101)*

**II. DESIGN INFORMATION** – Attach supporting calculations/documentation. The soils report must be based upon an actual field investigation and soil borings. County soil maps are not an acceptable source of soils information. All elevations shall be in feet mean sea level (fmsl).

**Soils Report Summary**

Soil Type	<u>KE, ANB</u>	
Infiltration Rate	<u>20.6</u>	In/hr or cf/hr/sf (circle appropriate units)
SHWT Elevation	<u>13.7</u>	fmsl (Seasonal High Water Table elevation)

**Basin Design Parameters**

Design Storm	<u>2.5</u>	inch	(1.5 inch event for SA waters, 1 inch event for others)
Design Volume	<u>28314</u>	c.f.	
Drawdown Time	<u>1</u>	Days	

**Basin Dimensions**

Basin Size	<u>*</u>	ft. x	<u>*</u>	ft. =	<u>1,376</u>	sq. ft (bottom dimensions)
Basin Volume Provided	<u>36944</u>	c.f.				

**Basin Elevations**

Bottom Elevation	<u>17.0</u>	fmsl	
Storage Elevation	<u>23.65</u>	fmsl	
Top Elevation	<u>24.5</u>	fmsl	<b>*SEE DETAIL SHEET</b>

### III. REQUIRED ITEMS CHECKLIST

The following checklist outlines design requirements per the Stormwater Best Management Practices Manual (N.C. Department of Environment, Health and Natural Resources, February 1999) and Administrative Code Section: 15 A NCAC 2H .1008.

Initial in the space provided to indicate the following design requirements have been met and supporting documentation is attached. If the applicant has designated an agent in the Stormwater Management Permit Application Form, the agent may initial below. If a requirement has not been met, attach justification.

Applicants Initials

- |                    |  |
|--------------------|--|
| <u>    KPH    </u> | a. System is located 50 feet from class SA waters and 30 feet from other surface waters.   |
| <u>    KPH    </u> | b. System is located at least 100 feet from water supply wells.  |
| <u>    KPH    </u> | c. Bottom of system is at least 2 feet above the seasonal high water table.  |
| <u>    KPH    </u> | d. Bottom of the system is 3 feet above any bedrock or impervious soil horizon.  |
| <u>    KPH    </u> | e. System is not sited on or in fill material DWQ approval has been obtained.  |
| <u>    KPH    </u> | f. System is located in a recorded drainage easement for the purposes of operation and maintenance and has recorded access easements to the nearest public right-of-way.   |
| <u>    n/a    </u> | g. Drainage area for the device is less than 5 acres.  |
| <u>    KPH    </u> | h. Soils have a minimum hydraulic conductivity of 0.52 inches per hour and soils report is attached.   |
| <u>    KPH    </u> | i. System captures and infiltrates the runoff from the first 1.0 inch of rainfall (1.5 inch event for areas draining to SA waters). Design volume and infiltration calculations attached.                                  |
| <u>    KPH    </u> | j. System is sized to take into account the runoff at the ultimate built-out potential from all surfaces draining to the system, including any off-site drainage. Calculations attached.                                   |
| <u>    KPH    </u> | k. All side slopes stabilized with vegetated cover are no steeper than 3:1 (H:V).  |
| <u>    KPH    </u> | l. A pretreatment device such as a catch basin, grease trap, filter strip, grassed swale or sediment trap is provided.   |
| <u>    KPH    </u> | m. Bottom of the device is covered with a layer of clean sand to an average depth of 4 inches or dense vegetative cover is provided.   |
| <u>    KPH    </u> | n. Vegetated filter is provided for overflow and detail is shown on plans (Required minimum length is 50 feet for SA waters, 30 feet for other waters).  |
| <u>    KPH    </u> | o. Flow distribution mechanism within the basin is provided.   |
| <u>    KPH    </u> | p. A benchmark is provided to determine the sediment accumulation in the pretreatment device.  |
| <u>    KPH    </u> | q. Runoff in excess of the design volume bypasses off-line systems (bypass detail provided).   |
| <u>    KPH    </u> | r. System is designed to draw down the design storage volume to the proposed bottom elevation under seasonal high water conditions within five days. A soils report and all pertinent draw-down calculations are attached. |
| <u>    KPH    </u> | s. Plans ensure that the installed system will meet design specifications (constructed or restored) upon initial operation once the project is complete and the entire drainage area is stabilized.                        |

IV. INFILTRATION BASIN OPERATION AND MAINTENANCE AGREEMENT

1. After every runoff producing rainfall event and at least monthly inspect the infiltration system for erosion, trash accumulation, vegetative cover, and general condition.
2. Repair eroded areas immediately, re-seed as necessary to maintain adequate vegetative cover, mow vegetated cover to maintain a maximum height of six-inches, and remove trash as needed.
3. After every runoff producing rainfall event and at least monthly inspect the bypass, inflow and overflow structures for blockage and deterioration. Remove any blockage and repair the structure to approved design specifications.
4. Remove accumulated sediment from the pretreatment system and infiltration basin annually or when depth in the pretreatment unit is reduced to 75% of the original design depth. The system shall be restored to the original design depth without over-excavating. Over-excavation may cause the required water table separation to be reduced and may compromise the ability of the system to perform as designed. Removed sediment shall be disposed of in an appropriate manner and shall not be handled in a manner that will adversely impact water quality (i.e. stockpiling near a stormwater treatment device or stream, etc.).

A benchmark shall be established in the pretreatment unit. The benchmark will document the original design depth so that accurate sediment accumulation readings can be taken. The measuring device used to determine the depth at the benchmark shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

When the design depth reads 1 feet in the pretreatment unit, the sediment shall be removed from both the pretreatment unit and the infiltration basin.

5. If the Division determines that the system is failing, the system will immediately be repaired to original design specifications. If the system cannot be repaired to perform its design function, other stormwater control devices as allowed by NCAC 2H .1000 must be designed, approved and constructed.

I acknowledge and agree by my signature below that I am responsible for the performance of the five maintenance procedures listed above. I agree to notify DWQ of any problems with the system or prior to any changes to the system or responsible party.

Print Name and Title: Nathan S. Sanders

Address: PO Box 3167 Wilmington, NC 28406

Phone: 910-791-1196 Date: June 6, 2007

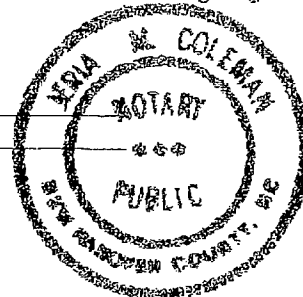
Signature: *Nathan S. Sanders*

*Note: The legally responsible party should not be a homeowners association unless more than 50% of the lots have been sold and a resident of the subdivision has been named the president*

I, Jeria M Coleman, a Notary Public for the State of North Carolina County of New Hanover, do hereby certify that Nathan S. Sanders personally appeared before me this 6th day of June, 2007, and acknowledge the due execution of the foregoing infiltration basin maintenance requirements. Witness my hand and official seal.

SEAL My commission expires 10-10-07

Signature *Jeria M. Coleman*



State of North Carolina  
Department of Environment and Natural Resources  
Division of Water Control

## STORMWATER MANAGEMENT PERMIT APPLICATION FORM

## INFILTRATION BASIN SUPPLEMENT

*This form may be photocopied for use as an original*

DWQ Stormwater Management Plan Review:

A complete stormwater management plan submittal includes a stormwater application form, an infiltration basin supplement for each system, design calculations, soils report and plans and specifications showing all stormwater conveyances and system details.

## PROJECT INFORMATION

Project Name: Scotts Hill Village A Performance \_\_\_\_\_

Contact Person: Kent P. Harrell \_\_\_\_\_

This worksheet applies to: Basin No. 5 \_\_\_\_\_ in Drainage Area \_\_\_\_\_  
(as identified on plan) (from Form \_\_\_\_\_)

**II. DESIGN INFORMATION** – Attach supporting calculations/documentation. The soils report is based upon an actual field investigation and soil borings. County soil maps are not an acceptable source of soils information. All elevations shall be in feet mean sea level (fmsl).

**Soils Report Summary**

Soil Type	<u>KE</u>	
Infiltration Rate	<u>24.0</u>	In/hr or cf/hr/sf (circle appropriate units)
SHWT Elevation	<u>7.0</u>	fmsl (Seasonal High Water Table elevation)

**Basin Design Parameters**

Design Storm	<u>2.5</u>	inch (1.5 inch event for SA waters, 1 inch event for others)
Design Volume	<u>63770</u>	c.f.
Drawdown Time	<u>1</u>	Days

**Basin Dimensions**

Basin Size	<u>*</u>	ft. x <u>*</u>	ft. = <u>18164</u>	sq. ft (bottom dimensions)
Basin Volume Provided	<u>68381</u>	c.f.		

**Basin Elevations**

Bottom Elevation	<u>9</u>	fmsl	
Storage Elevation	<u>12.0</u>	fmsl	
Top Elevation	<u>15.0</u>	fmsl	SEE DETAIL SHEET

### III. REQUIRED ITEMS CHECKLIST

The following checklist outlines design requirements per the Stormwater Best Management Practices Manual (N.C. Department of Environment, Health and Natural Resources, February 1999) and Administrative Code Section: 15 A NCAC 2H .1008.

Initial in the space provided to indicate the following design requirements have been met and supporting documentation is attached. If the applicant has designated an agent in the Stormwater Management Permit Application Form, the agent may initial below. If a requirement has not been met, attach justification.

#### Applicants Initials

- |                      |  |
|----------------------|--|
| <u>      </u><br>KPH | a. System is located 50 feet from class SA waters and 30 feet from other surface waters.   |
| <u>      </u><br>KPH | b. System is located at least 100 feet from water supply wells.  |
| <u>      </u><br>KPH | c. Bottom of system is at least 2 feet above the seasonal high water table.  |
| <u>      </u><br>KPH | d. Bottom of the system is 3 feet above any bedrock or impervious soil horizon.  |
| <u>      </u><br>KPH | e. System is not sited on or in fill material DWQ approval has been obtained.  |
| <u>      </u><br>KPH | f. System is located in a recorded drainage easement for the purposes of operation and maintenance and has recorded access easements to the nearest public right-of-way.   |
| <u>      </u><br>n/a | g. Drainage area for the device is less than 5 acres.  |
| <u>      </u><br>KPH | h. Soils have a minimum hydraulic conductivity of 0.52 inches per hour and soils report is attached.   |
| <u>      </u><br>KPH | i. System captures and infiltrates the runoff from the first 1.0 inch of rainfall (1.5 inch event for areas draining to SA waters). Design volume and infiltration calculations attached.                                  |
| <u>      </u><br>KPH | j. System is sized to take into account the runoff at the ultimate built-out potential from all surfaces draining to the system, including any off-site drainage. Calculations attached.                                   |
| <u>      </u><br>KPH | k. All side slopes stabilized with vegetated cover are no steeper than 3:1 (H:V).  |
| <u>      </u><br>KPH | l. A pretreatment device such as a catch basin, grease trap, filter strip, grassed swale or sediment trap is provided.   |
| <u>      </u><br>KPH | m. Bottom of the device is covered with a layer of clean sand to an average depth of 4 inches, or dense vegetative cover is provided.  |
| <u>      </u><br>KPH | n. Vegetated filter is provided for overflow and detail is shown on plans (Required minimum length is 50 feet for SA waters, 30 feet for other waters).  |
| <u>      </u><br>KPH | o. Flow distribution mechanism within the basin is provided.   |
| <u>      </u><br>KPH | p. A benchmark is provided to determine the sediment accumulation in the pretreatment device.  |
| <u>      </u><br>KPH | q. Runoff in excess of the design volume bypasses off-line systems (bypass detail provided).   |
| <u>      </u><br>KPH | r. System is designed to draw down the design storage volume to the proposed bottom elevation under seasonal high water conditions within five days. A soils report and all pertinent draw-down calculations are attached. |
| <u>      </u><br>KPH | s. Plans ensure that the installed system will meet design specifications (constructed or restored) upon initial operation once the project is complete and the entire drainage area is stabilized.                        |

IV. INFILTRATION BASIN OPERATION AND MAINTENANCE AGREEMENT

1. After every runoff producing rainfall event and at least monthly inspect the infiltration system for erosion, trash accumulation, vegetative cover, and general condition.
2. Repair eroded areas immediately, re-seed as necessary to maintain adequate vegetative cover, mow vegetated cover to maintain a maximum height of six-inches, and remove trash as needed.
3. After every runoff producing rainfall event and at least monthly inspect the bypass, inflow and overflow structures for blockage and deterioration. Remove any blockage and repair the structure to approved design specifications.
4. Remove accumulated sediment from the pretreatment system and infiltration basin annually or when depth in the pretreatment unit is reduced to 75% of the original design depth. The system shall be restored to the original design depth without over-excavating. Over-excavation may cause the required water table separation to be reduced and may compromise the ability of the system to perform as designed. Removed sediment shall be disposed of in an appropriate manner and shall not be handled in a manner that will adversely impact water quality (i.e. stockpiling near a stormwater treatment device or stream, etc.).

A benchmark shall be established in the pretreatment unit. The benchmark will document the original design depth so that accurate sediment accumulation readings can be taken. The measuring device used to determine the depth at the benchmark shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

When the design depth reads 1 feet in the pretreatment unit, the sediment shall be removed from both the pretreatment unit and the infiltration basin.

5. If the Division determines that the system is failing, the system will immediately be repaired to original design specifications. If the system cannot be repaired to perform its design function, other stormwater control devices as allowed by NCAC 2H .1000 must be designed, approved and constructed.

I acknowledge and agree by my signature below that I am responsible for the performance of the five maintenance procedures listed above. I agree to notify DWQ of any problems with the system or prior to any changes to the system or responsible party.

Print Name and Title: Nathan S. Sanders

Address: PO Box 3167 Wilmington, NC 28406

Phone: 910-791-1196 Date: June 6, 2007

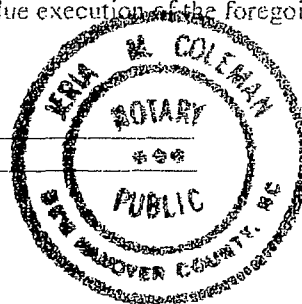
Signature: [Handwritten Signature]

*Note: The legally responsible party should not be a homeowners association unless more than 50% of the lots have been sold and a resident of the subdivision has been named the president.*

I, Jeria M. Coleman, a Notary Public for the State of North Carolina County of New Hanover, do hereby certify that Nathan S. Sanders personally appeared before me this 6th day of June, 2007, and acknowledge the due execution of the foregoing infiltration basin maintenance requirements. Witness my hand and official seal.

SEAL My commission expires 10-10-07

Signature Jeria M. Coleman



W-23-07

NKT #06126

Permit No. \_\_\_\_\_

(to be provided by DWQ)

State of North Carolina  
Department of Environment and Natural Resources  
Division of Water Quality

STORMWATER MANAGEMENT PERMIT APPLICATION FORM

INFILTRATION BASIN SUPPLEMENT

*This form may be photocopied for use as an original*

DWQ Stormwater Management Plan Review:

A complete stormwater management plan submittal includes a stormwater application form, an infiltration basin supplement for each system, design calculations, soils report and plans and specifications showing all stormwater conveyances and system details.

**I. PROJECT INFORMATION**

Project Name: Scotts Hill Village A Performance Residential Development

Contact Person: Kent P. Harrell (910) 343-9653

This worksheet applies to: Basin No. 6 in Drainage Area 6  
*(as identified on plan) (from Form SWU-101)*

**II. DESIGN INFORMATION** -- Attach supporting calculations/documentation. The soils report must be based upon an actual field investigation and soil borings. County soil maps are not an acceptable source of soils information. All elevations shall be in feet mean sea level (fmsl).

**Soils Report Summary**

Soil Type KE  
Infiltration Rate 24.0 In/hr or cf/hr/sf *(circle appropriate units)*  
SHWT Elevation 6.0 fmsl *(Seasonal High Water Table elevation)*

**Basin Design Parameters**

Design Storm 2.5 inch *(1.5 inch event for SA waters, 1 inch event for others)*  
Design Volume 10,355 c.f.  
Drawdown Time 1 Days

**Basin Dimensions**

Basin Size \* ft. x \* ft. = 5,631 sq. ft *(bottom dimensions)*  
Basin Volume Provided 10,477 c.f.

**Basin Elevations**

Bottom Elevation 8 fmsl  
Storage Elevation 9.5 fmsl  
Top Elevation 10.0 fmsl **SEE DETAIL SHEET**

### III. REQUIRED ITEMS CHECKLIST

The following checklist outlines design requirements per the Stormwater Best Management Practices Manual (N.C. Department of Environment, Health and Natural Resources, February 1999) and Administrative Code Section: 15 A NCAC 2H .1003.

Initial in the space provided to indicate the following design requirements have been met and supporting documentation is attached. If the applicant has designated an agent in the Stormwater Management Permit Application Form, the agent may initial below. If a requirement has not been met, attach justification.

#### Applicants Initials

- |                    |  |
|--------------------|--|
| <u>    KPH    </u> | a. System is located 50 feet from class SA waters and 30 feet from other surface waters.   |
| <u>    KPH    </u> | b. System is located at least 100 feet from water supply wells.  |
| <u>    KPH    </u> | c. Bottom of system is at least 2 feet above the seasonal high water table.  |
| <u>    KPH    </u> | d. Bottom of the system is 3 feet above any bedrock or impervious soil horizon.  |
| <u>    KPH    </u> | e. System is not sited on or in fill material DWQ approval has been obtained.  |
| <u>    KPH    </u> | f. System is located in a recorded drainage easement for the purposes of operation and maintenance and has recorded access easements to the nearest public right-of-way.   |
| <u>    n/a    </u> | g. Drainage area for the device is less than 5 acres.  |
| <u>    KPH    </u> | h. Soils have a minimum hydraulic conductivity of 0.52 inches per hour and soils report is attached.   |
| <u>    KPH    </u> | i. System captures and infiltrates the runoff from the first 1.0 inch of rainfall (1.5 inch event for areas draining to SA waters). Design volume and infiltration calculations attached.                                  |
| <u>    KPH    </u> | j. System is sized to take into account the runoff at the ultimate built-out potential from all surfaces draining to the system, including any off-site drainage. Calculations attached.                                   |
| <u>    KPH    </u> | k. All side slopes stabilized with vegetated cover are no steeper than 3:1 (H:V).  |
| <u>    KPH    </u> | l. A pretreatment device such as a catch basin, grease trap, filter strip, grassed swale or sediment trap is provided.   |
| <u>    KPH    </u> | m. Bottom of the device is covered with a layer of clean sand to an average depth of 4 inches, or dense vegetative cover is provided.  |
| <u>    KPH    </u> | n. Vegetated filter is provided for overflow and detail is shown on plans (Required minimum length is 50 feet for SA waters, 30 feet for other waters).  |
| <u>    KPH    </u> | o. Flow distribution mechanism within the basin is provided.   |
| <u>    KPH    </u> | p. A benchmark is provided to determine the sediment accumulation in the pretreatment device.  |
| <u>    KPH    </u> | q. Runoff in excess of the design volume bypasses off-line systems (bypass detail provided).   |
| <u>    KPH    </u> | r. System is designed to draw down the design storage volume to the proposed bottom elevation under seasonal high water conditions within five days. A soils report and all pertinent draw-down calculations are attached. |
| <u>    KPH    </u> | s. Plans ensure that the installed system will meet design specifications (constructed or restored) upon initial operation once the project is complete and the entire drainage area is stabilized.                        |

IV. INFILTRATION BASIN OPERATION AND MAINTENANCE AGREEMENT

1. After every runoff producing rainfall event and at least monthly inspect the infiltration system for erosion, trash accumulation, vegetative cover, and general condition.
2. Repair eroded areas immediately, re-seed as necessary to maintain adequate vegetative cover, mow vegetated cover to maintain a maximum height of six-inches, and remove trash as needed.
3. After every runoff producing rainfall event and at least monthly inspect the bypass, inflow and overflow structures for blockage and deterioration. Remove any blockage and repair the structure to approved design specifications.
4. Remove accumulated sediment from the pretreatment system and infiltration basin annually or when depth in the pretreatment unit is reduced to 75% of the original design depth. The system shall be restored to the original design depth without over-excavating. Over-excavation may cause the required water table separation to be reduced and may compromise the ability of the system to perform as designed. Removed sediment shall be disposed of in an appropriate manner and shall not be handled in a manner that will adversely impact water quality (i.e. stockpiling near a stormwater treatment device or stream, etc.).

A benchmark shall be established in the pretreatment unit. The benchmark will document the original design depth so that accurate sediment accumulation readings can be taken. The measuring device used to determine the depth at the benchmark shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

When the design depth reads 1 feet in the pretreatment unit, the sediment shall be removed from both the pretreatment unit and the infiltration basin.

5. If the Division determines that the system is failing, the system will immediately be repaired to original design specifications. If the system cannot be repaired to perform its design function, other stormwater control devices as allowed by NCAC 2H .1000 must be designed, approved and constructed.

I acknowledge and agree by my signature below that I am responsible for the performance of the five maintenance procedures listed above. I agree to notify DWQ of any problems with the system or prior to any changes to the system or responsible party.

Print Name and Title: Nathan S. Sanders

Address: PO Box 3167 Wilmington, NC 28406

Phone: 910-791-1196 Date: June 6, 2007

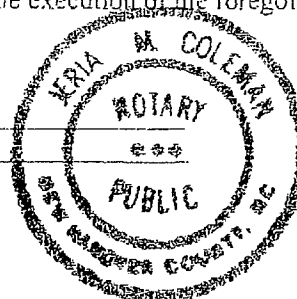
Signature: *Nathan S. Sanders*

*Note: The legally responsible party should not be a homeowners association unless more than 50% of the lots have been sold and a resident of the subdivision has been named the president.*

I, Jeria M. Coleman, a Notary Public for the State of North Carolina County of New Hanover, do hereby certify that Nathan S. Sanders personally appeared before me this 6th day of June, 2007, and acknowledge the due execution of the foregoing infiltration basin maintenance requirements. Witness my hand and official seal.

SEAL My commission expires 10-10-07

Signature *Jeria M. Coleman*



State of North Carolina  
Department of Environment and Natural Resources  
Division of Water Quality

STORMWATER MANAGEMENT PERMIT APPLICATION FORM

**INFILTRATION BASIN SUPPLEMENT**

*This form may be photocopied for use as an original*

DWO Stormwater Management Plan Review:

A complete stormwater management plan submittal includes a stormwater application form, an infiltration basin supplement for each system, design calculations, soils report and plans and specifications showing all stormwater conveyances and system details.

**I. PROJECT INFORMATION**

Project Name: Scotts Hill Village A Performance Residential Development

Contact Person: Kent P. Harrell (910) 343-9653

This worksheet applies to: Basin No. 8A in Drainage Area 8A  
*(as identified on plan)* *(from Form SWU-101)*

**II. DESIGN INFORMATION** – Attach supporting calculations/documentation. The soils report must be based upon an actual field investigation and soil borings. County soil maps are not an acceptable source of soils information. All elevations shall be in feet mean sea level (fmsl).

**Soils Report Summary**

Soil Type	<u>KE</u>	
Infiltration Rate	<u>24.0</u>	In/hr or cf/hr/sf <i>(circle appropriate units)</i>
SHWT Elevation	<u>11.0</u>	fmsl <i>(Seasonal High Water Table elevation)</i>

**Basin Design Parameters**

Design Storm	<u>2.5</u>	inch	<i>(1.5 inch event for SA waters, 1 inch event for others)</i>
Design Volume	<u>7387</u>	c.f.	
Drawdown Time	<u>1</u>	Days	

**Basin Dimensions**

Basin Size	<u>*</u>	ft. x	<u>*</u>	ft. =	<u>5631</u>	sq. ft <i>(bottom dimensions)</i>
Basin Volume Provided	<u>7785</u>	c.f.				

**Basin Elevations**

Bottom Elevation	<u>13.0</u>	fmsl	
Storage Elevation	<u>14.6</u>	fmsl	
Top Elevation	<u>16.0</u>	Fmsl	<b>SEE DETAIL SHEET</b>

### III. REQUIRED ITEMS CHECKLIST

The following checklist outlines design requirements per the Stormwater Best Management Practices Manual (N.C. Department of Environment, Health and Natural Resources, February 1999) and Administrative Code Section: 15 A NCAC 2H .1008.

Initial in the space provided to indicate the following design requirements have been met and supporting documentation is attached. If the applicant has designated an agent in the Stormwater Management Permit Application Form, the agent may initial below. If a requirement has not been met, attach justification.

#### Applicants Initials

- |                    |  |
|--------------------|--|
| <u>    KPH    </u> | a. System is located 50 feet from class SA waters and 30 feet from other surface waters.   |
| <u>    KPH    </u> | b. System is located at least 100 feet from water supply wells.  |
| <u>    KPH    </u> | c. Bottom of system is at least 2 feet above the seasonal high water table.  |
| <u>    KPH    </u> | d. Bottom of the system is 3 feet above any bedrock or impervious soil horizon.  |
| <u>    KPH    </u> | e. System is not sited on or in fill material DWQ approval has been obtained.  |
| <u>    KPH    </u> | f. System is located in a recorded drainage easement for the purposes of operation and maintenance and has recorded access easements to the nearest public right-of-way.   |
| <u>    n/a    </u> | g. Drainage area for the device is less than 5 acres.  |
| <u>    KPH    </u> | h. Soils have a minimum hydraulic conductivity of 0.52 inches per hour and soils report is attached.   |
| <u>    KPH    </u> | i. System captures and infiltrates the runoff from the first 1.0 inch of rainfall (1.5 inch event for areas draining to SA waters). Design volume and infiltration calculations attached.                                  |
| <u>    KPH    </u> | j. System is sized to take into account the runoff at the ultimate built-out potential from all surfaces draining to the system, including any off-site drainage. Calculations attached.                                   |
| <u>    KPH    </u> | k. All side slopes stabilized with vegetated cover are no steeper than 3:1 (H:V).  |
| <u>    KPH    </u> | l. A pretreatment device such as a catch basin, grease trap, filter strip, grassed swale or sediment trap is provided.   |
| <u>    KPH    </u> | m. Bottom of the device is covered with a layer of clean sand to an average depth of 4 inches. or dense vegetative cover is provided   |
| <u>    KPH    </u> | n. Vegetated filter is provided for overflow and detail is shown on plans (Required minimum length is 50 feet for SA waters, 30 feet for other waters  |
| <u>    KPH    </u> | o. Flow distribution mechanism within the basin is provided.   |
| <u>    KPH    </u> | p. A benchmark is provided to determine the sediment accumulation in the pretreatment device.  |
| <u>    KPH    </u> | q. Runoff in excess of the design volume bypasses off-line systems (bypass detail provided).   |
| <u>    KPH    </u> | r. System is designed to draw down the design storage volume to the proposed bottom elevation under seasonal high water conditions within five days. A soils report and all pertinent draw-down calculations are attached. |
| <u>    KPH    </u> | s. Plans ensure that the installed system will meet design specifications (constructed or restored) upon initial operation once the project is complete and the entire drainage area is stabilized.                        |

IV. INFILTRATION BASIN OPERATION AND MAINTENANCE AGREEMENT

1. After every runoff producing rainfall event and at least monthly inspect the infiltration system for erosion, trash accumulation, vegetative cover, and general condition.
2. Repair eroded areas immediately, re-seed as necessary to maintain adequate vegetative cover, mow vegetated cover to maintain a maximum height of six-inches, and remove trash as needed.
3. After every runoff producing rainfall event and at least monthly inspect the bypass, inflow and overflow structures for blockage and deterioration. Remove any blockage and repair the structure to approved design specifications.
4. Remove accumulated sediment from the pretreatment system and infiltration basin annually or when depth in the pretreatment unit is reduced to 75% of the original design depth. The system shall be restored to the original design depth without over-excavating. Over-excavation may cause the required water table separation to be reduced and may compromise the ability of the system to perform as designed. Removed sediment shall be disposed of in an appropriate manner and shall not be handled in a manner that will adversely impact water quality (i.e. stockpiling near a stormwater treatment device or stream, etc.).

A benchmark shall be established in the pretreatment unit. The benchmark will document the original design depth so that accurate sediment accumulation readings can be taken. The measuring device used to determine the depth at the benchmark shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

When the design depth reads 1 feet in the pretreatment unit, the sediment shall be removed from both the pretreatment unit and the infiltration basin.

5. If the Division determines that the system is failing, the system will immediately be repaired to original design specifications. If the system cannot be repaired to perform its design function, other stormwater control devices as allowed by NCAC 2H .1000 must be designed, approved and constructed.

I acknowledge and agree by my signature below that I am responsible for the performance of the five maintenance procedures listed above. I agree to notify DWQ of any problems with the system or prior to any changes to the system or responsible party.

Print Name and Title: Nathan S. Sanders

Address: PO Box 3167 Wilmington, NC 28406

Phone: 910-791-1196 Date: June 6, 2007

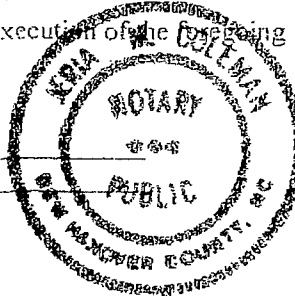
Signature: *Nathan S. Sanders*

Note: The legally responsible party should not be a homeowners association unless more than 50% of the lots have been sold and a resident of the subdivision has been named the president.

I, Jeria M. Coleman, a Notary Public for the State of North Carolina County of New Hanover, do hereby certify that Nathan S. Sanders personally appeared before me this 6th day of June, 2007, and acknowledge the due execution of the foregoing infiltration basin maintenance requirements. Witness my hand and official seal.

SEAL My commission expires 10-10-07

Signature: *Jeria M. Coleman*



State of North Carolina  
Department of Environment and Natural Resources  
Division of Water Quality

## STORMWATER MANAGEMENT PERMIT APPLICATION FORM

## INFILTRATION BASIN SUPPLEMENT

*This form may be photocopied for use as an original*

DWQ Stormwater Management Plan Review:

A complete stormwater management plan submittal includes a stormwater application form, an infiltration basin supplement for each system, design calculations, soils report and plans and specifications showing all stormwater conveyances and system details.

**I. PROJECT INFORMATION**

Project Name: Scotts Hill Village A Performance Residential Development

Contact Person: Kent P. Harrell (910) 343-9653

This worksheet applies to: Basin No. 8B in Drainage Area 8B  
*(as identified on plan)* *(from Form SWU-101)*

**II. DESIGN INFORMATION** – Attach supporting calculations/documentation. The soils report must be based upon an actual field investigation and soil borings. County soil maps are not an acceptable source of soils information. All elevations shall be in feet mean sea level (fmsl).

**Soils Report Summary**

Soil Type	<u>KE</u>	
Infiltration Rate	<u>36.0</u>	In/hr or cf/hr/sf <i>(circle appropriate units)</i>
SHWT Elevation	<u>9.0</u>	fmsl <i>(Seasonal High Water Table elevation)</i>

**Basin Design Parameters**

Design Storm	<u>2.5</u>	inch <i>(1.5 inch event for SA waters, 1 inch event for others)</i>
Design Volume	<u>20201</u>	c.f.
Drawdown Time	<u>1</u>	Days

**Basin Dimensions**

Basin Size	<u>*</u>	ft. x	<u>*</u>	ft. =	<u>11314</u>	sq. ft <i>(bottom dimensions)</i>
Basin Volume Provided	<u>20632</u>					c.f.

**Basin Elevations**

Bottom Elevation	<u>11</u>	fmsl
Storage Elevation	<u>12.6</u>	fmsl
Top Elevation	<u>13.0</u>	Fmsl

SEE DETAIL SHEET

### III. REQUIRED ITEMS CHECKLIST

The following checklist outlines design requirements per the Stormwater Best Management Practices Manual (N.C. Department of Environment, Health and Natural Resources, February 1999) and Administrative Code Section: 15 A NCAC 2H .1008.

Initial in the space provided to indicate the following design requirements have been met and supporting documentation is attached. If the applicant has designated an agent in the Stormwater Management Permit Application Form, the agent may initial below. If a requirement has not been met, attach justification.

#### Applicants Initials

- |                        |  |
|------------------------|--|
| <u>        </u><br>KPH | a. System is located 50 feet from class SA waters and 30 feet from other surface waters.   |
| <u>        </u><br>KPH | b. System is located at least 100 feet from water supply wells.  |
| <u>        </u><br>KPH | c. Bottom of system is at least 2 feet above the seasonal high water table.  |
| <u>        </u><br>KPH | d. Bottom of the system is 3 feet above any bedrock or impervious soil horizon.  |
| <u>        </u><br>KPH | e. System is not sited on or in fill material DWQ approval has been obtained.  |
| <u>        </u><br>KPH | f. System is located in a recorded drainage easement for the purposes of operation and maintenance and has recorded access easements to the nearest public right-of-way.   |
| <u>        </u><br>n/a | g. Drainage area for the device is less than 5 acres.  |
| <u>        </u><br>KPH | h. Soils have a minimum hydraulic conductivity of 0.52 inches per hour and soils report is attached.   |
| <u>        </u><br>KPH | i. System captures and infiltrates the runoff from the first 1.0 inch of rainfall (1.5 inch event for areas draining to SA waters). Design volume and infiltration calculations attached.                                  |
| <u>        </u><br>KPH | j. System is sized to take into account the runoff at the ultimate built-out potential from all surfaces draining to the system, including any off-site drainage. Calculations attached.                                   |
| <u>        </u><br>KPH | k. All side slopes stabilized with vegetated cover are no steeper than 3:1 (H:V).  |
| <u>        </u><br>KPH | l. A pretreatment device such as a catch basin, grease trap, filter strip, grassed swale or sediment trap is provided.   |
| <u>        </u><br>KPH | m. Bottom of the device is covered with a layer of clean sand to an average depth of 4 inches, or dense vegetative cover is provided.  |
| <u>        </u><br>KPH | n. Vegetated filter is provided for overflow and detail is shown on plans (Required minimum length is 50 feet for SA waters, 30 feet for other waters).  |
| <u>        </u><br>KPH | o. Flow distribution mechanism within the basin is provided.   |
| <u>        </u><br>KPH | p. A benchmark is provided to determine the sediment accumulation in the pretreatment device.  |
| <u>        </u><br>KPH | q. Runoff in excess of the design volume bypasses off-line systems (bypass detail provided).   |
| <u>        </u><br>KPH | r. System is designed to draw down the design storage volume to the proposed bottom elevation under seasonal high water conditions within five days. A soils report and all pertinent draw-down calculations are attached. |
| <u>        </u><br>KPH | s. Plans ensure that the installed system will meet design specifications (constructed or restored) upon initial operation once the project is complete and the entire drainage area is stabilized.                        |

#### IV. INFILTRATION BASIN OPERATION AND MAINTENANCE AGREEMENT

1. After every runoff producing rainfall event and at least monthly inspect the infiltration system for erosion, trash accumulation, vegetative cover, and general condition.
2. Repair eroded areas immediately, re-seed as necessary to maintain adequate vegetative cover, mow vegetated cover to maintain a maximum height of six-inches, and remove trash as needed.
3. After every runoff producing rainfall event and at least monthly inspect the bypass, inflow and overflow structures for blockage and deterioration. Remove any blockage and repair the structure to approved design specifications.
4. Remove accumulated sediment from the pretreatment system and infiltration basin annually or when depth in the pretreatment unit is reduced to 75% of the original design depth. The system shall be restored to the original design depth without over-excavating. Over-excavation may cause the required water table separation to be reduced and may compromise the ability of the system to perform as designed. Removed sediment shall be disposed of in an appropriate manner and shall not be handled in a manner that will adversely impact water quality (i.e. stockpiling near a stormwater treatment device or stream, etc.).

A benchmark shall be established in the pretreatment unit. The benchmark will document the original design depth so that accurate sediment accumulation readings can be taken. The measuring device used to determine the depth at the benchmark shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

When the design depth reads 1 feet in the pretreatment unit, the sediment shall be removed from both the pretreatment unit and the infiltration basin.

5. If the Division determines that the system is failing, the system will immediately be repaired to original design specifications. If the system cannot be repaired to perform its design function, other stormwater control devices as allowed by NCAC 2H .1000 must be designed, approved and constructed.

I acknowledge and agree by my signature below that I am responsible for the performance of the five maintenance procedures listed above. I agree to notify DWQ of any problems with the system or prior to any changes to the system or responsible party.

Print Name and Title: Nathan S. Sanders

Address: PO Box 3167 Wilmington, NC 28406

Phone: 910-791-1196

Date: June 6, 2007

Signature: *Nathan S. Sanders*

*Note: The legally responsible party should not be a homeowners association unless more than 50% of the lots have been sold and a resident of the subdivision has been named the president.*

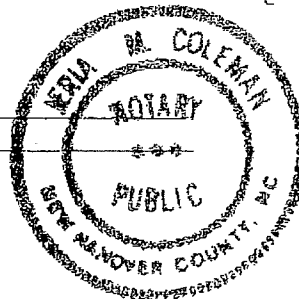
I, Jeria M. Coleman, a Notary Public for the State of North Carolina County of New Hanover, do hereby certify that Nathan S. Sanders personally appeared before me this 6th day of June, 2007, and acknowledge the due execution of the foregoing infiltration basin maintenance requirements. Witness my hand and official seal.

SEAL

Signature

My commission expires 10-10-07

*Jeria M. Coleman*



State of North Carolina  
Department of Environment and Natural Resources  
Division of Water Quality

STORMWATER MANAGEMENT PERMIT APPLICATION FORM

**INFILTRATION BASIN SUPPLEMENT**

*This form may be photocopied for use as an original*

DWQ Stormwater Management Plan Review:

A complete stormwater management plan submittal includes a stormwater application form, an infiltration basin supplement for each system, design calculations, soils report and plans and specifications showing all stormwater conveyances and system details.

**I. PROJECT INFORMATION**

Project Name: Scotts Hill Village A Performance Residential Development

Contact Person: Kent P. Harrell (910) 343-9653

This worksheet applies to: Basin No. 10 in Drainage Area 10  
(as identified on plan) (from Form SWU-101)

**II. DESIGN INFORMATION** – Attach supporting calculations/documentation. The soils report must be based upon an actual field investigation and soil borings. County soil maps are not an acceptable source of soils information. All elevations shall be in feet mean sea level (fmsl).

**Soils Report Summary**

Soil Type	<u>KE</u>	
Infiltration Rate	<u>11.0</u>	In/hr or cf/hr/sf (circle appropriate units)
SHWT Elevation	<u>7.0</u>	fmsl (Seasonal High Water Table elevation)

**Basin Design Parameters**

Design Storm	<u>2.5</u>	inch (1.5 inch event for SA waters, 1 inch event for others)
Design Volume	<u>27824</u>	c.f.
Drawdown Time	<u>1</u>	Days

**Basin Dimensions**

Basin Size	<u>*</u>	ft. x	<u>*</u>	ft. =	<u>12,552</u>	sq. ft (bottom dimensions)
Basin Volume Provided	<u>33669</u>	c.f.				

**Basin Elevations**

Bottom Elevation	<u>10.0</u>	fmsl	
Storage Elevation	<u>12</u>	fmsl	
Top Elevation	<u>13.0</u>	Fmsl	<b>SEE DETAIL SHEET</b>

### III. REQUIRED ITEMS CHECKLIST

The following checklist outlines design requirements per the Stormwater Best Management Practices Manual (N.C. Department of Environment, Health and Natural Resources, February 1999) and Administrative Code Section: 15 A NCAC 2H .1008.

Initial in the space provided to indicate the following design requirements have been met and supporting documentation is attached. If the applicant has designated an agent in the Stormwater Management Permit Application Form, the agent may initial below. **If a requirement has not been met, attach justification.**

#### Applicants Initials

- |                    |  |
|--------------------|--|
| <u>    KPH    </u> | a. System is located 50 feet from class SA waters and 30 feet from other surface waters.   |
| <u>    KPH    </u> | b. System is located at least 100 feet from water supply wells.  |
| <u>    KPH    </u> | c. Bottom of system is at least 2 feet above the seasonal high water table.  |
| <u>    KPH    </u> | d. Bottom of the system is 3 feet above any bedrock or impervious soil horizon.  |
| <u>    KPH    </u> | e. System is not sited on or in fill material DWQ approval has been obtained.  |
| <u>    KPH    </u> | f. System is located in a recorded drainage easement for the purposes of operation and maintenance and has recorded access easements to the nearest public right-of-way.   |
| <u>    n/a    </u> | g. Drainage area for the device is less than 5 acres.  |
| <u>    KPH    </u> | h. Soils have a minimum hydraulic conductivity of 0.52 inches per hour and soils report is attached.   |
| <u>    KPH    </u> | i. System captures and infiltrates the runoff from the first 1.0 inch of rainfall (1.5 inch event for areas draining to SA waters). Design volume and infiltration calculations attached.                                  |
| <u>    KPH    </u> | j. System is sized to take into account the runoff at the ultimate built-out potential from all surfaces draining to the system, including any off-site drainage. Calculations attached.                                   |
| <u>    KPH    </u> | k. All side slopes stabilized with vegetated cover are no steeper than 3:1 (H:V).  |
| <u>    KPH    </u> | l. A pretreatment device such as a catch basin, grease trap, filter strip, grassed swale or sediment trap is provided.   |
| <u>    KPH    </u> | m. Bottom of the device is covered with a layer of clean sand to an average depth of 4 inches. or dense vegetative cover is provided   |
| <u>    KPH    </u> | n. Vegetated filter is provided for overflow and detail is shown on plans (Required minimum length is 50 feet for SA waters, 30 feet for other waters  |
| <u>    KPH    </u> | o. Flow distribution mechanism within the basin is provided.   |
| <u>    KPH    </u> | p. A benchmark is provided to determine the sediment accumulation in the pretreatment device.  |
| <u>    KPH    </u> | q. Runoff in excess of the design volume bypasses off-line systems (bypass detail provided).   |
| <u>    KPH    </u> | r. System is designed to draw down the design storage volume to the proposed bottom elevation under seasonal high water conditions within five days. A soils report and all pertinent draw-down calculations are attached. |
| <u>    KPH    </u> | s. Plans ensure that the installed system will meet design specifications (constructed or restored) upon initial operation once the project is complete and the entire drainage area is stabilized.                        |

IV. INFILTRATION BASIN OPERATION AND MAINTENANCE AGREEMENT

1. After every runoff producing rainfall event and at least monthly inspect the infiltration system for erosion, trash accumulation, vegetative cover, and general condition.
2. Repair eroded areas immediately, re-seed as necessary to maintain adequate vegetative cover, mow vegetated cover to maintain a maximum height of six-inches, and remove trash as needed.
3. After every runoff producing rainfall event and at least monthly inspect the bypass, inflow and overflow structures for blockage and deterioration. Remove any blockage and repair the structure to approved design specifications.
4. Remove accumulated sediment from the pretreatment system and infiltration basin annually or when depth in the pretreatment unit is reduced to 75% of the original design depth. The system shall be restored to the original design depth without over-excavating. Over-excavation may cause the required water table separation to be reduced and may compromise the ability of the system to perform as designed. Removed sediment shall be disposed of in an appropriate manner and shall not be handled in a manner that will adversely impact water quality (i.e. stockpiling near a stormwater treatment device or stream, etc.).

A benchmark shall be established in the pretreatment unit. The benchmark will document the original design depth so that accurate sediment accumulation readings can be taken. The measuring device used to determine the depth at the benchmark shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

When the design depth reads 1 feet in the pretreatment unit, the sediment shall be removed from both the pretreatment unit and the infiltration basin.

5. If the Division determines that the system is failing, the system will immediately be repaired to original design specifications. If the system cannot be repaired to perform its design function, other stormwater control devices as allowed by NCAC 2H .1000 must be designed, approved and constructed.

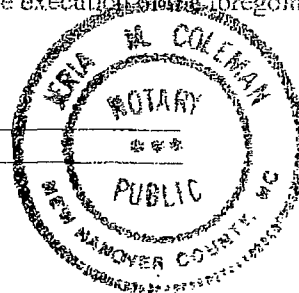
I acknowledge and agree by my signature below that I am responsible for the performance of the five maintenance procedures listed above. I agree to notify DWQ of any problems with the system or prior to any changes to the system or responsible party.

Print Name and Title: Nathan S. Sanders  
 Address: PO Box 3167 Wilmington, NC 28406  
 Phone: 910-791-1166 Date: June 6, 2007  
 Signature: [Handwritten Signature]

Note: The legally responsible party should not be a homeowners association unless more than 50% of the lots have been sold and a resident of the subdivision has been named the president.

I, Jenia M. Coleman a Notary Public for the State of North Carolina County of New Hanover, do hereby certify that Nathan S. Sanders personally appeared before me this 6th day of June, 2007, and acknowledge the due execution of the foregoing infiltration basin maintenance requirements. Witness my hand and official seal.

SEAL My commission expires 10-10-07  
 Signature Jenia M. Coleman



Permit No. \_\_\_\_\_

(to be provided by DWQ)

State of North Carolina  
Department of Environment and Natural Resources  
Division of Water Quality

STORMWATER MANAGEMENT PERMIT APPLICATION FORM

**INFILTRATION BASIN SUPPLEMENT**

*This form may be photocopied for use as an original*

DWQ Stormwater Management Plan Review:

A complete stormwater management plan submittal includes a stormwater application form, an infiltration basin supplement for each system, design calculations, soils report and plans and specifications showing all stormwater conveyances and system details.

**I. PROJECT INFORMATION**

Project Name: Scotts Hill Village A Performance Residential Development

Contact Person: Kent P. Harrell (910) 343-9653

This worksheet applies to: Basin No. 11A in Drainage Area 11A, 11B, 11D  
*(as identified on plan)* *(from Form SWU-101)*

**II. DESIGN INFORMATION** – Attach supporting calculations/documentation. The soils report must be based upon an actual field investigation and soil borings. County soil maps are not an acceptable source of soils information. All elevations shall be in feet mean sea level (fmsl).

**Soils Report Summary**

Soil Type	<u>KE</u>	
Infiltration Rate	<u>4.90</u>	In/hr or cf/hr/sf (circle appropriate units)
SHWT Elevation	<u>5.0</u>	fmsl (Seasonal High Water Table elevation)

**Basin Design Parameters**

Design Storm	<u>2.5</u>	inch	(1.5 inch event for SA waters. 1 inch event for others)
Design Volume	<u>55,739</u>	c.f.	
Drawdown Time	<u>1</u>	Days	

**Basin Dimensions**

Basin Size	<u>*</u>	ft. x	<u>*</u>	ft. =	<u>33,256</u>	sq. ft (bottom dimensions)
Basin Volume Provided	<u>114,697</u>	c.f.				

**Basin Elevations**

Bottom Elevation	<u>7.0</u>	Fmsl	
Storage Elevation	<u>9.6</u>	Fmsl	
Top Elevation	<u>10.0</u>	Fmsl	SEE DETAIL SHEET

### III. REQUIRED ITEMS CHECKLIST

The following checklist outlines design requirements per the Stormwater Best Management Practices Manual (N.C. Department of Environment, Health and Natural Resources, February 1999) and Administrative Code Section: 15 A NCAC 2H .1008.

Initial in the space provided to indicate the following design requirements have been met and supporting documentation is attached. If the applicant has designated an agent in the Stormwater Management Permit Application Form, the agent may initial below. **If a requirement has not been met, attach justification.**

#### Applicants Initials

- |     |  |
|-----|--|
| KPH | a. System is located 50 feet from class SA waters and 30 feet from other surface waters.   |
| KPH | b. System is located at least 100 feet from water supply wells.  |
| KPH | c. Bottom of system is at least 2 feet above the seasonal high water table.  |
| KPH | d. Bottom of the system is 3 feet above any bedrock or impervious soil horizon.  |
| KPH | e. System is not sited on or in fill material DWQ approval has been obtained.  |
| KPH | f. System is located in a recorded drainage easement for the purposes of operation and maintenance and has recorded access easements to the nearest public right-of-way.   |
| n/a | g. Drainage area for the device is less than 5 acres.  |
| KPH | h. Soils have a minimum hydraulic conductivity of 0.52 inches per hour and soils report is attached.   |
| KPH | i. System captures and infiltrates the runoff from the first 1.0 inch of rainfall (1.5 inch event for areas draining to SA waters). Design volume and infiltration calculations attached.                                  |
| KPH | j. System is sized to take into account the runoff at the ultimate built-out potential from all surfaces draining to the system, including any off-site drainage. Calculations attached.                                   |
| KPH | k. All side slopes stabilized with vegetated cover are no steeper than 3:1 (H:V).  |
| KPH | l. A pretreatment device such as a catch basin, grease trap, filter strip, grassed swale or sediment trap is provided.   |
| KPH | m. Bottom of the device is covered with a layer of clean sand to an average depth of 4 inches. or dense vegetative cover is provided   |
| KPH | n. Vegetated filter is provided for overflow and detail is shown on plans (Required minimum length is 50 feet for SA waters, 30 feet for other waters  |
| KPH | o. Flow distribution mechanism within the basin is provided.   |
| KPH | p. A benchmark is provided to determine the sediment accumulation in the pretreatment device.  |
| KPH | q. Runoff in excess of the design volume bypasses off-line systems (bypass detail provided).   |
| KPH | r. System is designed to draw down the design storage volume to the proposed bottom elevation under seasonal high water conditions within five days. A soils report and all pertinent draw-down calculations are attached. |
| KPH | s. Plans ensure that the installed system will meet design specifications (constructed or restored) upon initial operation once the project is complete and the entire drainage area is stabilized.                        |

#### IV. INFILTRATION BASIN OPERATION AND MAINTENANCE AGREEMENT

1. After every runoff producing rainfall event and at least monthly inspect the infiltration system for erosion, trash accumulation, vegetative cover, and general condition.
2. Repair eroded areas immediately, re-seed as necessary to maintain adequate vegetative cover, mow vegetated cover to maintain a maximum height of six-inches, and remove trash as needed.
3. After every runoff producing rainfall event and at least monthly inspect the bypass, inflow and overflow structures for blockage and deterioration. Remove any blockage and repair the structure to approved design specifications.
4. Remove accumulated sediment from the pretreatment system and infiltration basin annually or when depth in the pretreatment unit is reduced to 75% of the original design depth. The system shall be restored to the original design depth without over-excavating. Over-excavation may cause the required water table separation to be reduced and may compromise the ability of the system to perform as designed. Removed sediment shall be disposed of in an appropriate manner and shall not be handled in a manner that will adversely impact water quality (i.e. stockpiling near a stormwater treatment device or stream, etc.).

A benchmark shall be established in the pretreatment unit. The benchmark will document the original design depth so that accurate sediment accumulation readings can be taken. The measuring device used to determine the depth at the benchmark shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

When the design depth reads 1 feet in the pretreatment unit, the sediment shall be removed from both the pretreatment unit and the infiltration basin.

5. If the Division determines that the system is failing, the system will immediately be repaired to original design specifications. If the system cannot be repaired to perform its design function, other stormwater control devices as allowed by NCAC 2H .1000 must be designed, approved and constructed.

I acknowledge and agree by my signature below that I am responsible for the performance of the five maintenance procedures listed above. I agree to notify DWQ of any problems with the system or prior to any changes to the system or responsible party.

Print Name and Title: Nathan S. Sanders

Address: PO Box 3167 Wilmington, NC 28406

Phone: 910-791-1196 Date: June 6, 2007

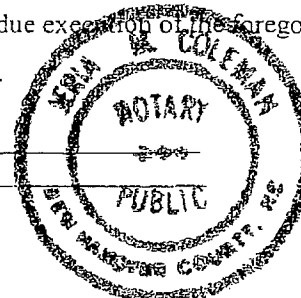
Signature: *Nathan S. Sanders*

*Note: The legally responsible party should not be a homeowners association unless more than 50% of the lots have been sold and a resident of the subdivision has been named the president.*

I, Jeria M. Coleman, a Notary Public for the State of North Carolina County of New Hanover, do hereby certify that Nathan S. Sanders personally appeared before me this 6th day of June, 2007, and acknowledge the due execution of the foregoing infiltration basin maintenance requirements. Witness my hand and official seal.

SEAL My commission expires 10-10-07

Signature: *Jeria M. Coleman*



State of North Carolina  
Department of Environment and Natural Resources  
Division of Water Quality

STORMWATER MANAGEMENT PERMIT APPLICATION FORM

**INFILTRATION BASIN SUPPLEMENT**

*This form may be photocopied for use as an original*

DWQ Stormwater Management Plan Review:

A complete stormwater management plan submittal includes a stormwater application form, an infiltration basin supplement for each system, design calculations, soils report and plans and specifications showing all stormwater conveyances and system details.

**I. PROJECT INFORMATION**

Project Name: Scotts Hill Village A Performance Residential Development

Contact Person: Kent P. Harrell (910) 343-9653

This worksheet applies to: Basin No. 12 in Drainage Area 12  
*(as identified on plan) (From Form SWU-101)*

**II. DESIGN INFORMATION** – Attach supporting calculations/documentation. The soils report must be based upon an actual field investigation and soil borings. County soil maps are not an acceptable source of soils information. All elevations shall be in feet mean sea level (fmsl).

**Soils Report Summary**

Soil Type	<u>KE</u>	
Infiltration Rate	<u>43.0</u>	In/hr or cf/hr/sf (circle appropriate units)
SHWT Elevation	<u>6.0</u>	fmsl (Seasonal High Water Table elevation)

**Basin Design Parameters**

Design Storm	<u>2.5</u>	inch	(1.5 inch event for SA waters, 1 inch event for others)
Design Volume	<u>298631</u>	c.f.	
Drawdown Time	<u>1</u>	Days	

**Basin Dimensions**

Basin Size	<u>*</u>	ft. x	<u>*</u>	ft. =	<u>36,025</u>	sq. ft (bottom dimensions)
Basin Volume Provided	<u>311,634</u>	c.f.				

**Basin Elevations**

Bottom Elevation	<u>11.0</u>	fmsl	
Storage Elevation	<u>17.6</u>	fmsl	
Top Elevation	<u>20.0</u>	fmsl	SEE DETAIL SHEET

### III. REQUIRED ITEMS CHECKLIST

The following checklist outlines design requirements per the Stormwater Best Management Practices Manual (N.C. Department of Environment, Health and Natural Resources, February 1999) and Administrative Code Section: 15 A NCAC 2H .1008.

Initial in the space provided to indicate the following design requirements have been met and supporting documentation is attached. If the applicant has designated an agent in the Stormwater Management Permit Application Form, the agent may initial below. **If a requirement has not been met, attach justification.**

#### Applicants Initials

- |     |  |
|-----|--|
| KPH | a. System is located 50 feet from class SA waters and 30 feet from other surface waters.   |
| KPH | b. System is located at least 100 feet from water supply wells.  |
| KPH | c. Bottom of system is at least 2 feet above the seasonal high water table.  |
| KPH | d. Bottom of the system is 3 feet above any bedrock or impervious soil horizon.  |
| KPH | e. System is not sited on or in fill material DWQ approval has been obtained.  |
| KPH | f. System is located in a recorded drainage easement for the purposes of operation and maintenance and has recorded access easements to the nearest public right-of-way.   |
| n/a | g. Drainage area for the device is less than 5 acres.  |
| KPH | h. Soils have a minimum hydraulic conductivity of 0.52 inches per hour and soils report is attached.   |
| KPH | i. System captures and infiltrates the runoff from the first 1.0 inch of rainfall (1.5 inch event for areas draining to SA waters). Design volume and infiltration calculations attached.                                  |
| KPH | j. System is sized to take into account the runoff at the ultimate built-out potential from all surfaces draining to the system, including any off-site drainage. Calculations attached.                                   |
| KPH | k. All side slopes stabilized with vegetated cover are no steeper than 3:1 (H:V).  |
| KPH | l. A pretreatment device such as a catch basin, grease trap, filter strip, grassed swale or sediment trap is provided.   |
| KPH | m. Bottom of the device is covered with a layer of clean sand to an average depth of 4 inches. or dense vegetative cover is provided   |
| KPH | n. Vegetated filter is provided for overflow and detail is shown on plans (Required minimum length is 50 feet for SA waters, 30 feet for other waters  |
| KPH | o. Flow distribution mechanism within the basin is provided.   |
| KPH | p. A benchmark is provided to determine the sediment accumulation in the pretreatment device.  |
| KPH | q. Runoff in excess of the design volume bypasses off-line systems (bypass detail provided).   |
| KPH | r. System is designed to draw down the design storage volume to the proposed bottom elevation under seasonal high water conditions within five days. A soils report and all pertinent draw-down calculations are attached. |
| KPH | s. Plans ensure that the installed system will meet design specifications (constructed or restored) upon initial operation once the project is complete and the entire drainage area is stabilized.                        |

#### IV. INFILTRATION BASIN OPERATION AND MAINTENANCE AGREEMENT

1. After every runoff producing rainfall event and at least monthly inspect the infiltration system for erosion, trash accumulation, vegetative cover, and general condition.
2. Repair eroded areas immediately, re-seed as necessary to maintain adequate vegetative cover, mow vegetated cover to maintain a maximum height of six-inches, and remove trash as needed.
3. After every runoff producing rainfall event and at least monthly inspect the bypass, inflow and overflow structures for blockage and deterioration. Remove any blockage and repair the structure to approved design specifications.
4. Remove accumulated sediment from the pretreatment system and infiltration basin annually or when depth in the pretreatment unit is reduced to 75% of the original design depth. The system shall be restored to the original design depth without over-excavating. Over-excavation may cause the required water table separation to be reduced and may compromise the ability of the system to perform as designed. Removed sediment shall be disposed of in an appropriate manner and shall not be handled in a manner that will adversely impact water quality (i.e. stockpiling near a stormwater treatment device or stream, etc.).

A benchmark shall be established in the pretreatment unit. The benchmark will document the original design depth so that accurate sediment accumulation readings can be taken. The measuring device used to determine the depth at the benchmark shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

When the design depth reads 1 feet in the pretreatment unit, the sediment shall be removed from both the pretreatment unit and the infiltration basin.

5. If the Division determines that the system is failing, the system will immediately be repaired to original design specifications. If the system cannot be repaired to perform its design function, other stormwater control devices as allowed by NCAC 2H .1000 must be designed, approved and constructed.

I acknowledge and agree by my signature below that I am responsible for the performance of the five maintenance procedures listed above. I agree to notify DWQ of any problems with the system or prior to any changes to the system or responsible party.

Print Name and Title: Nathan S. Sanders

Address: PO Box 3167 Wilmington, NC 28406

Phone: 910-791-1196

Date: June 6, 2007

Signature: *Nathan S. Sanders*

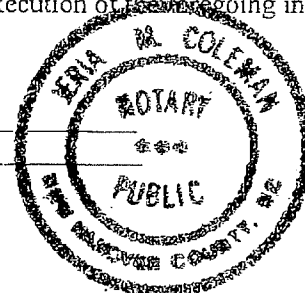
*Note: The legally responsible party should not be a homeowners association unless more than 50% of the lots have been sold and a resident of the subdivision has been named the president.*

I, Jeria M. Coleman, a Notary Public for the State of North Carolina County of New Hanover, do hereby certify that Nathan S. Sanders personally appeared before me this 6th day of June, 2007, and acknowledge the due execution of the foregoing infiltration basin maintenance requirements. Witness my hand and official seal.

SEAL

Signature *Jeria M. Coleman*

My commission expires 10-10-07



STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

**Amendment to Declaration of Covenants, Conditions and Restrictions of Scott's Hill  
Village**

This Amendment to Declaration of Covenants, Conditions and Restrictions of Scott's Hill Village ("Amendment") is made this 18 day of October 2019 by the SCOTT'S HILL VILLAGE HOMEOWNERS ASSOCIATION (the "Association") and RP18 SCOTTS HILL, LLC a North Carolina limited liability company, the successor declarant of the Scott's Hill Village planned community (the "Declarant").

**RECITALS**

A. CHL, LLC, a North Carolina limited liability company (the "Original Declarant"), caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions of Scott's Hill Village in Book 5985, Page 347 in the office of the Register of Deeds of New Hanover County (the "Declaration"). The capitalized terms in this Amendment shall have the same meanings as set forth in the Declaration unless otherwise defined herein or the context shall otherwise prohibit;

B. The Declaration reserved several special declarant rights for the Original Declarant, including without limitation those described in Article III, Section 1 (to amend the

---

Prepared by Ward and Smith, P.A., 127 Racine Drive, University Corporate Center (28403), Post Office Box 7068, Wilmington, NC 28406-7068

Please return to Ward and Smith, P.A., 127 Racine Drive, University Corporate Center (28403), Post Office Box 7068, Wilmington, NC 28406-7068  
Attention: Samuel B. Franck

Declaration), Article IV, Section 3(b) (regarding Class B voting rights), Article VI, Section 9 (regarding obligation for assessments), Article VII, Sections 2 and 14 (regarding architectural control), and Article X (regarding future development). All such rights, including without limitation those referenced here, are referred to herein as the "Original Declarant Rights";

C. Pursuant to the civil action identified as File # 17-SP-648 in New Hanover County, and File # 17-SP-207 in Pender County, a substitute trustee conveyed substantial assets of the Original Declarant to the Declarant via foreclosure sale (the "Foreclosure Sale");

D. While it was the intention of the aforementioned substitute trustee, the Original Declarant, and the Declarant that the Declarant would acquire all of the Original Declarant's Original Declarant Rights through the foreclosure, the Trustee's Deed recorded in Book 6177, at Page 921 in the Office of the Register of Deeds of New Hanover County and in Book 4673, at Page 2253 in the Office of the Register of Deeds of Pender County (the "Trustee's Deed") did not include express reference to the same;

E. Pursuant to that certain Assignment of Declarant Rights recorded in Book 6222, at Page 234 in the Office of the Register of Deeds of New Hanover County and in Book 4686, at Page 2044 in the Office of the Register of Deeds of Pender County, the Original Declarant conveyed all of its interest in the Original Declarant Rights to the Declarant (the "Assignment of Declarant Rights"); and

F. The Association and the Declarant desire to amend the Declaration as set forth herein.

G. The Declarant is a Lot Owner holding 210 lots, which is more than two-thirds (2/3) of the Lots in the planned community, and executes this Amendment as evidence of its vote in favor of the same;

NOW, THEREFORE, the Association, exercising its right to amend the Declaration pursuant to Section III of the Declaration, with the consent of the Declarant, hereby amends the Declaration as follows:

Notwithstanding the aforementioned foreclosure, the absence of reference to the Original Declarant Rights on the Trustee's Deed, and the fact that the Assignment of Declarant Rights was recorded after the Trustee's Deed, the Declaration is amended in any and every way necessary to confirm and reestablish the Original Declarant Rights as if: (i) the declarant under the Declaration had continuously owned Lots in the Subdivision since the date of the Declaration, and (ii) the foreclosure described above had not taken place. All such Original Declarant Rights being vested, from and after the date of the Assignment of Declarant Rights, in RP18 Scotts Hill, LLC, its successors and assigns.

Except as expressly provided above, the terms and provisions of the Declaration shall continue in full force and effect in accordance with the terms of the same as modified hereby.

IN TESTIMONY WHEREOF, the Association and the Declarant, acting pursuant to the authority above recited, have caused this Amendment to be executed under seal and in such form as to be legally binding all by authority duly given, this the day and year first above written.

*(signatures and acknowledgements on the following pages)*

Association

Scott's Hill Village Homeowners Association

By: [Signature] (SEAL)  
Name: Chad DeCoursey  
Title: Managing director

Utah  
STATE OF NORTH CAROLINA  
COUNTY OF Utah

I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document for the purpose(s) stated therein and, if other than in an individual capacity, in the capacity indicated having been first authorized to do so: Chad D DeCoursey

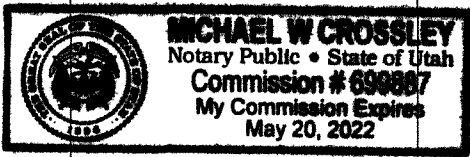
Date: 10-18-19

[Signature]  
Signature of Notary Public

Michael W Crossley  
Notary's printed or typed name

My commission expires: 5-20-22

(Official Seal)



Notary seal or stamp must appear within this box.

Lot Owner of more than 2/3 of the Lots

RP18 Scotts Hill, LLC

By: *Chad DeCoursey* (SEAL)  
Name: Chad DeCoursey  
Title: Managing director

Utah  
STATE OF ~~NORTH CAROLINA~~  
COUNTY OF Utah

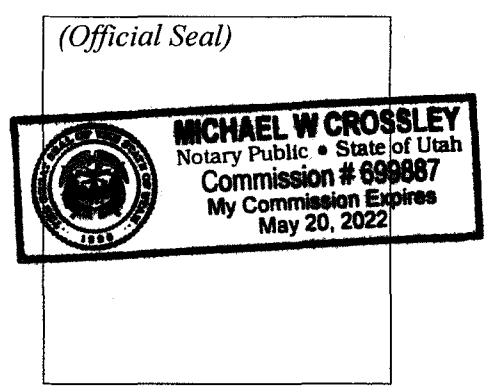
I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document for the purpose(s) stated therein and, if other than in an individual capacity, in the capacity indicated having been first authorized to do so: Chad DeCoursey.

Date: 10-16-2019

*Michael W Crossley*  
Signature of Notary Public

Michael W Crossley  
Notary's printed or typed name

My commission expires: 5-20-22



Notary seal or stamp must appear within this box.

**BK: RB 6428**  
**PG: 1369 - 1375**

2021014717

NC FEE \$26.00

RECORDED:

03/25/2021

02:36:25 PM

BY: ANDREA CRESWELL

ASSISTANT

**NEW HANOVER COUNTY,**

TAMMY THEUSCH PIVER

REGISTER OF DEEDS

EXTX \$0.00

ELECTRONICALLY RECORDED

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS of SCOTTS HILL VILLAGE**

**THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SCOTTS HILL VILLAGE**, made the 23<sup>rd</sup> day of March, 2021, by SCOTTS HILL VILLAGE HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation (the "Association"), RP18 SCOTTS HILL, LLC, a North Carolina limited liability company and the Successor Declarant of Scotts Hill Village (the "Declarant") and McKee Homes, LLC, a Delaware limited liability company;

**WHEREAS**, McKee Homes, LLC, a Delaware limited liability company, is the owner of certain property in Harnett Township, New Hanover County, North Carolina, which is more particularly described as follows:

BEING all of Lots 220R- 225R shown on the plat entitled "SCOTTS HILL VILLAGE PHASE TWO Lots 16R thru 24R Lots 219R thru 225R" recorded in Map Book 67, Page 24, New Hanover County Registry, reference to which map is hereby made for a more particular description.

BEING all of Lots 205R2- 219R2 shown on the plat entitled "SCOTTS HILL VILLAGE PHASE TWO Lot 205R2 thru 219R2 Amenity Center (Revision)" recorded in Map Book 68, Page 21, New Hanover County Registry, reference to which map is hereby made for a more particular description.

**WHEREAS**, CHL, LLC, a North Carolina limited liability company (the "Original Declarant"), caused to be recorded the Declaration Of Covenants, Conditions and Restrictions of Scott's Hill Village in Book 5985, Page 347 of the New Hanover County Registry ("Declaration");

**WHEREAS**, RP18 SCOTTS HILL, LLC caused to be recorded the Amendment to Declaration of Covenants, Conditions and Restrictions of Scott's Hill Village in Book 6256, Page 2137 of the New Hanover County Registry ("First Amendment");

**WHEREAS**, Article III, Section 2 of the Declaration allows amendment of the Declaration after approval of not less than two-thirds (2/3) of the Lot Owners, Declarant still owns nine (9) of the Lots, and it is the desire of Declarant and more than two-thirds (2/3) of the Lot Owners to amend the Declaration to add certain landscaping obligations for Lots 205R2-225R, which expense will be paid by those particular Lot Owners through a variable assessment collected by the Association;

**NOW, THEREFORE**, Declarant, McKee Homes, LLC and **SCOTTS HILL VILLAGE HOME OWNERS ASSOCIATION, INC.**, hereby declare that Lots 205R2-225R shall be held, sold and conveyed, from and after the date of the recordation of this document, subject to the following easements, restrictions, covenants, and conditions, 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 properties or any part thereof, their heirs, successor and assigns, and shall inure to the benefit of each owner thereof.

### **AMENDMENTS**

**First Amendment:** Article II, Section 2 shall be amended to add the following:

- (b) Lots 205R2-225R grant to the Association, and the landscaping contractor of its choosing, the right to entry upon those Lots to perform the landscaping maintenance obligations set forth in Article VIII, Section 2 and as otherwise determined by the Board.

**Second Amendment:** Article VI, Section 6 shall be deleted and replaced with the following:

SECTION 6. Rate of Assessment. The Association may differentiate in the amount of Assessments charged when a reasonable basis for distinction exists, such as between vacant Lots of record with completed dwellings for which certificates of occupancy have been issued by the appropriate governmental authority, for the landscaping maintenance performed by the Association on Lots 205-225, or when any other substantial difference as a ground of distinction exists between Lots. However, Assessments must be fixed at a uniform rate for all Lots similar situated.

**Third Amendment:** Article VIII, Section 2 shall be deleted and replaced with the following:

#### SECTION 2. Maintenance

(a) Lots 205R2-225R. The Association shall provide the following maintenance for Lots 205R2-225R: basic yard maintenance consisting generally of mowing, fertilizing, pruning of shrubbery not in excess of 8 feet in height, weed control, edging, blowing walks and driveways, annual application of pine straw around front yard beds and shrubbery, and any other matters the Association Board of Directors finds reasonably necessary for the normal maintenance of the landscaped yards. The Association may form a Landscape Committee to

oversee this basic yard maintenance and the Association will hire a landscaping contractor to perform the work described herein. The cost associated with this work shall be paid by the owners of Lots 205R2-225R as an assessment pursuant to Article VI, Section 6.

The Association shall have no obligation to maintain, repair or replace Owner added landscaping, which requires approval from the Association's Architectural Review Committee prior to installation. Owners that have fences will be responsible for the maintenance and plantings inside the fences.

The basic landscape maintenance performed by the Association does not include replacement of grass, shrubs, plants or trees. All dead or diseased plants, shrubs and trees shall be removed and replaced by the Lot Owner. Irrigation water lines and heads shall be maintained by the Lot Owner. The Lot Owner shall be responsible to properly irrigate the yard and the Association shall have no obligation to repair or replace any portion of the yard that has not been adequately irrigated. Pine straw application of side and rear yards is not included in the basic landscape maintenance provided by the Association.

To the extent the Association is not obligated to provide maintenance pursuant to this Declaration, each Lot Owners shall keep his Lot free from weeds, underbrush or refuse piles, or unsightly growth or objects. In the event the Owner fails to do so, then after thirty (30) days' notice from the Architectural Review Committee, the Association or its designee may enter upon the Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass, and in such event a lien shall arise and be created in favor of the full amount of the cost thereof chargeable to the Owner's Lot, including collection costs and reasonable attorney's fees, and such amounts shall be due and payable within thirty (30) days after the Owner is billed therefore. Such lien shall be enforceable by Court proceedings as provided by law for enforcement of liens.

In the event that any maintenance activities are necessitated to any Common Areas by the willful act or active or passive negligence of any Owner, his family, guests, invitees or tenants and the cost of such maintenance, repair or other activity is not fully covered by insurance, then, at the sole discretion of the Association's Board of Directors, the cost of the same shall be a personal obligation of the Lot Owner and, if not paid to the Association upon demand, may be added to the assessments levied against said Owner's Lot and shall become a lien against the Lot.

IN WITNESS THEREOF, RP18 SCOTTS HILL, LLC, the Declarant, McKEE HOMES, LLC, and SCOTTS HILL HOME OWNERS ASSOCIATION, INC. have caused this instrument to be executed by its authorized corporate members and/or officers, this the 23<sup>rd</sup> day of March, 2021.

SIGNATURE PAGES FOLLOW

DECLARANT:  
RP18 SCOTTS HILL, LLC

By: [Signature]  
By: Private Capital Group, its Manager  
By: Benjamin Schramm, Vice President

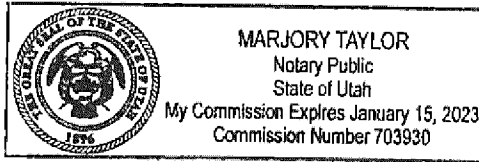
STATE OF ~~NORTH CAROLINA~~ <sup>UTAH</sup> MT  
COUNTY OF ~~WAKE~~ <sup>UTAH</sup> MT

I, MARJORY TAYLOR, a Notary Public for the County and State aforesaid, certify that Benjamin Schramm personally appeared before me this day and acknowledged that he is the Manager of RP18 SCOTTS HILL, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the limited liability company, he signed the foregoing instrument in its name as Manager. Witness my hand and official seal, this the 25<sup>th</sup> day of FEBRUARY 2021.

Commission Expiration:

1 | 15 | 23

[Signature]  
Notary Public



MCKEE HOMES, LLC

By: [Signature]  
Manager

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

I, Ashley Nisonger, a Notary Public for the County and State aforesaid, certify that Patricia Slope personally appeared before me this day and acknowledged that he is the Manager of MCKEE HOMES, LLC, a Delaware limited liability company, and that by authority duly given and as the act of the limited liability company, he signed the foregoing instrument in its name as Manager. Witness my hand and official seal, this the 10 day of March, 2021.

Commission Expiration:

June 19, 2024

ASHLEY NISONGER  
NOTARY PUBLIC  
Harnett County  
North Carolina  
My Commission Expires June 19, 2024

[Signature]  
Notary Public

ASSOCIATION:  
SCOTTS HILL VILLAGE HOMEOWNERS  
ASSOCIATION, INC

By: *Ernest W. Davis Jr.*  
President

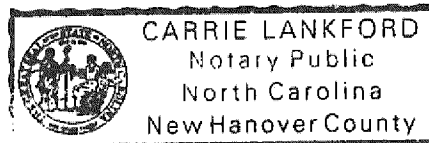
STATE OF NORTH CAROLINA  
COUNTY OF


I, CARRIE LANKFORD, a Notary Public for the County and State aforesaid, certify that  
*ERNEST* W. DAVIS JR. personally appeared before me this day and acknowledged that he is the President of  
SCOTTS HILL VILLAGE HOMEOWNERS ASSOCIATION, INC, a North Carolina non-profit  
corporation, and that by authority duly given and as the act of the corporation, he signed the  
foregoing instrument in its name as President. Witness my hand and official seal, this the 23 day  
of MARCH, 2021.

Commission Expiration:

MAY 2<sup>nd</sup> 2023

*Carrie Lankford*  
Notary Public



By: 

Dwight Walter Goodrick  
Owner of Lot 220R

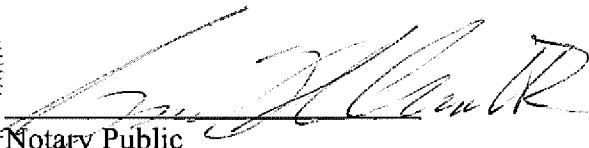
STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, George F. Wilson, a Notary Public for the County and State aforesaid, certify that Dwight Walter Goodrick (unmarried) personally appeared before me this day and acknowledged that he is the owner of Lot 220R, Phase Two, Scotts Hill Vilage and signed the foregoing instrument in his own name. Witness my hand and official seal this the 3 day of March, 2021.

Commission Expiration:

3.23.21



  
Notary Public

**BK: RB 6452**  
**PG: 198 - 201**

RECORDED:

05/24/2021

03:22:16 PM

BY: ANGELA ENGLISH

DEPUTY

2021025927

**NEW HANOVER COUNTY,**

TAMMY THEUSCH PIVER

REGISTER OF DEEDS

NC FEE \$26.00

EXTX \$0.00

ELECTRONICALLY RECORDED

Prepared by: Colby & Mincey, PLLC  
1001 Military Cutoff Road, Suite 204  
Wilmington, NC 28405

AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SCOTTS HILL VILLAGE.

This Amendment to Declaration of Covenants, Conditions and Restrictions of DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SCOTTS HILL VILLAGE (this "Amendment") is made as of May 11, 2021 by the undersigned Declarant.

RECITALS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SCOTTS HILL VILLAGE was recorded in Book 5985, Page 347, New Hanover County Registry, and further recorded in Book 4624 Page 72, Pender County Registry (as may have been amended from time to time, the "Declaration"); and

WHEREAS, Article III, Section 1, of the Declaration allows the Declaration to be amended by the Declarant;

WHEREAS, the undersigned Declarant desires to amend the Schedule of Compliance and Impervious Lot Allotment as set out in the original Declaration to add the Built Upon Area or Impervious Allotment for the newly platted lots; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Declarant agrees as follows:

1. **Amendment of Addendum to Declaration State Stormwater Management Permit and Table A Impervious Allocation.** Table A Impervious Allocation to the State Stormwater Management Permit of the Declaration is deleted in its entirety, and the following is substituted in lieu thereof:

“See Attached Schedule “A””

All other references in the Declaration to the Impervious Allocation shall likewise change by this amendment.

2. **Miscellaneous.** The recitals set forth above are true and correct and are made a part of the agreement set forth herein. The section headings used in this Amendment are for convenience only and shall not affect the interpretation of any of the provisions hereof. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration. This Amendment shall be binding upon the parties hereto and their respective heirs, successors and assigns. This Amendment may be executed in duplicate counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

RP18 Scotts Hill, LLC

By: Reef-PCG, LLC, Its Manager

By: [Signature]

Name: Benjamin Schramm

Title: Manager

STATE OF Utah

COUNTY OF Utah

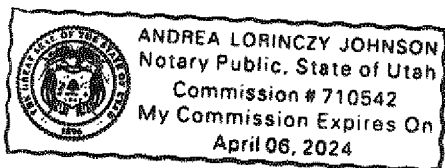
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Benjamin Schramm

Today's Date: 5/21, 2021.

[Signature]  
[Notary's signature as name appears on seal]

Andrea Lorinczy Johnson  
[Notary's printed name as name appears on seal]

My commission expires: 4/6/2024



[Affix Notary Seal in Space Above]

**"Exhibit A"**

Scotts Hill Village

SW8 070603

Revised Impervious Lot Allotment

NT project 19092

<b>Lot Number</b>	<b>BUA (SF)</b>
1-17	4,125
18-26	3,767
27,28	3,800
29,30	4,030
31	3,535
32-36	3,480
37-40	3,767
41-55	3,480
56-83	3,535
84-93	3,480
94-96	4,965
97-100	4,040
101-102	4,075
103-106	4,520
107-113	4,075
114-127	4,040
128-135	3,940
136-138	4,040
139-149	3,940
150-178	3,480
179-186	3,535
187-202	3,480
203-204	DELETED
205-215	3,480
216-225	3,767
226	3,480