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Onslow County, NC  
Rebecca L. Pollard Reg. of Deeds  
BK **3895** PG **131-136**

Prepared by: Glenn O'Keith Fisher, Attorney at Law

NORTH CAROLINA

ONslow COUNTY

**AMENDMENT OF  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR ST. JAMES PARK OF  
WILLIAMSBURG PLANTATION, SECTION I**

THIS AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ST. JAMES PARK OF WILLIAMSBURG PLANTATION, SECTION I, made this the 5<sup>th</sup> day of December, 2012 by JOHN KOENIG, INC., a North Carolina corporation, whose address is 1763 Wilmington Highway, Fayetteville, North Carolina, hereinafter referred to as "Declarant."

THAT WHEREAS, Declarant was the owner and developer of certain property located in the City of Jacksonville, Onslow County, North Carolina and being more particularly described as follows:

Being all of that land designated and known as "ST. JAMES PARK OF WILLIAMSBURG PLANTATION, SECTION I" as shown on that certain plat recorded in Plat Book 63, Page 184, Plat Cabinet N, Onslow County Registry;

and

WHEREAS, on or about February 23, 2012, Declarant caused to be recorded a certain document entitled "Declaration of Covenants, Conditions and Restrictions for St. James Park of

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Williamsburg Plantation, Section I,” (hereinafter referred to as “Declaration”), said Declaration being recorded in Deed Book 3730, Page 622, Onslow County Registry; and

WHEREAS, the provisions of Article XIII of the Declaration provide that the Declarant can amend the Declaration without the consent of any other party; and

WHEREAS, Article XI of the Declaration contains certain provisions required by the State of North Carolina to ensure ongoing compliance with State Stormwater Management Permit Number SW8 080115 as issued by the Division of Water Quality under NCAC 2H.1000; and

WHEREAS, Article XII Section 12.4 contains certain provisions required by the U.S. Army Corps of Engineers and the State of North Carolina regarding the preservation of wetlands; and

WHEREAS, the Division of Water Quality has required that Article XI of the Declaration be amended to add certain additional provisions required by the aforesaid Stormwater Permit; and

WHEREAS, the U.S. Army Corps of Engineers has required that Article XII Section 12.4 of the Declaration be amended to add certain additional provisions required by the mitigation conditions of authorizations issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action ID 200600272; and

WHEREAS, the Declarant has agreed to make such amendments to bring the Declaration in full compliance of the requirements of said Stormwater Permit and the mitigation conditions of authorizations issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action ID 200600272;

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NOW, THEREFORE, for valuable consideration in hand paid, the receipt of which is hereby acknowledged, Declarant does hereby amend the aforesaid Declaration recorded in Deed Book 3730, Page 622, Onslow County Registry as follows:

1. By deleting Article XI entitled "STORM WATER MANAGEMENT" in its entirety and replacing it with the following:

**ARTICLE XI**

**STORM WATER MANAGEMENT**

The covenants stated below are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 080115, as issued by the Division of Water Quality under the Stormwater Management Regulations (Title 15 NCAC 2H.1000 and S.L. 2006-246). The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit. These covenants are to run with the land and be binding on all persons and parties claiming under them, and 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. The covenants are as follows:

- a. Alteration of the drainage as shown on the approved and permitted plan may not take place without the concurrence of the Division of Water Quality.
- b. The maximum allowable built-upon area (BUA) per Lot is 2,846 square feet. This allotted amount includes any BUA constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate and coquina, driveways and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools.
- c. Filing in, piping or altering any 3:1 vegetated conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is prohibited by any persons.
- d. Filing in piping or altering any designated 5:1 curb outlet swale or vegetated area associated with the development is prohibited by any persons.
- e. A 30 foot vegetated buffer must be maintained between all built-upon area and the Mean High Water line of surface waters.
- f. All roof drains shall terminate at least 30 feet from the Mean High Water mark.
- g. Each designated curb outlet swale or 100 foot vegetated area shown on the approved plan must be maintained at a minimum of 100 feet long, maintain 5:1 (H:V) sides slopes or flatter, have a longitudinal slope no steeper than 5%, carry the flow from a 10 year storm in a non-erosive manner, maintain a dense vegetated cover, and be located in either a dedicated common area or a recorded drainage easement.
- h. Declarant, the Association and the State of North Carolina and their respective successors and/or assigns, reserve the right to enter upon any Lot to inspect for compliance of such Lot with the stormwater permit and to maintain, repair, replace and construct ditches and devices necessary to insure that such Lot is in compliance with such regulations.

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2. By deleting Article XII Section 12.4 entitled "Provisions Relating to Wetlands" in its entirety and replacing it with the following:

**Section 12.4 Provisions Relating to Wetlands:** All of the properties subject to these declarations, conditions, covenants and restrictions shall also be subject to the following Special Provisions Related to Wetlands:

A. In developing the property, the Declarant has agreed with the State of North Carolina and the Department of the Army Corps of Engineers (pursuant to a permit issued by the State of North Carolina and the Corps of Engineers) to restrict and prohibit any future filling and other detrimental activities in the wetlands areas which presently exist within the identified area of the property. Accordingly, all wetlands shown and delineated on the wetland survey plat dated March 19, 2007 and verified by Brad Shavor of the Corps of Engineers on or about August 10, 2007, and as shown on that plat entitled "Wetland Preservation Map Action ID: SAW 2006-00272 Prepared from JOHN KOENIG, INC. (OWNER)," dated November 30, 2012 and recorded in Map Book 65, Page 155, Cabinet N, Onslow County Registry, shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall fill, grade, excavate, or perform any other land disturbing activities; nor cut, remove, or harm any vegetation; nor construct any structures, nor allow animal grazing or watering or any other agricultural use on such conversation area. Benign structures, such as pile-supported walkways, may be permissible only after reviewed and written consent is provided by the U.S. Army Corps of Engineers. The covenant is intended to ensure continued compliance with the mitigation conditions of authorizations issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action ID 200600272, 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 under it.

B. The areas shown on the recorded plat designated and known as "ST. JAMES PARK OF WILLIAMSBURG PLANTATION, SECTION I" recorded in Plat Book 63, Page 184, Plat Cabinet N, Onslow County Registry as conservation areas shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall perform any of the following activities on such conservation area:

- a) fill, grade, excavate or perform any other land disturbing activities
- b) cut, mow, burn, remove, or harm any vegetation
- c) construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or towers, or any other permanent or temporary structures
- d) drain or otherwise disrupt or alter the hydrology or drainage ways of the conservation area
- e) dump or store soil, trash, or other waste
- f) graze or water animals, or use for any agricultural or horticultural purpose

C. 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,

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U.S. Army Corps of Engineers, Wilmington District, Action ID SAW-2006-00272, 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 under it.

D. This section shall not be amended without the express written consent of the U. S. Army Corps of Engineers, Wilmington District.

3. That except as amended herein, the provisions of the Declaration recorded in Deed Book 3730, Page 622, Onslow County Registry shall remain in full force and effect.

4. In the event of a conflict between the provisions of this document and the Declaration recorded in Deed Book 3730, Page 622, Onslow County Registry, the provisions of this document shall prevail.

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IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed and sealed this the day and date first above written.

John Koenig, Inc.

By: [Signature] (SEAL)  
John S. Koenig, President

STATE OF NORTH CAROLINA  
COUNTY OF CRISWELL

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: John S. Koenig, President of John Koenig, Inc.

This the 5 day of December, 2012.

NOTARY SEAL

[Signature]  
Notary Public

Aimee M. Batson  
Printed name of notary public

My commission expires: 5/28/17

