

BK 4326 PG 182 - 186

NORTH CAROLINA
ONslow COUNTY

**CORRECTIVE AFFIDAVIT AND
AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR ST. JAMES PARK, SECTIONS I, II AND III**

This Corrective Affidavit and Amendment of Covenants, Conditions and Restrictions for St. James Park, Sections I, II and III, dated this the 2nd day of July, 2015 by John Koenig, Inc., hereinafter referred to as "Developer," and the Developer being duly sworn, hereby deposes and says:

1. That Developer 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 property, including the numbered lots, shown on that plat entitled "ST. JAMES PARK SECTION I OF WILLIAMSBURG PLANTATION" dated February 6, 2012, prepared by John L. Pierce & Associates, P.A. and recorded in Map Book 63, Page 184, Cabinet N, Onslow County Registry;

2. That Developer caused to be recorded a certain document setting forth certain master covenants and restrictions upon said property, said documents being entitled "Declaration of Covenants, Conditions and Restrictions for St. James Park of Williamsburg Plantation, Section I," said document being recorded in Deed Book 3730, Page 622, Onslow County Registry;

3. That Developer was also the owner and developer of certain other property located in the City of Jacksonville, Onslow County, North Carolina and being more particularly described as follows:

BEING ALL OF the land and lots designated and shown on that plat entitled "ST. JAMES PARK SECTION II of WILLIAMSBURG PLANTATION," dated November 13, 2012, prepared by John L. Pierce & Associates, P.A., and recorded in Map Book 65, Page 134, Cabinet N, Onslow County Registry;

4. That by document entitled "Supplement to the Deed of Covenants, Conditions and Restrictions for St. James Park of Williamsburg Plantation, Section I," the Developer subjected the aforesaid property described on Map Book 65, Page 134, Cabinet N, Onslow County Registry to the Covenants, Conditions and Restrictions recorded in Deed Book Deed Book 3895, Page 137, Onslow County Registry;

5. That Developer was also the owner and developer of certain other property located in the City of Jacksonville, Onslow County, North Carolina and being more particularly described as follows:

BEING ALL OF the land and lots designated and shown on that plat entitled "ST. JAMES PARK SECTION III of WILLIAMSBURG PLANTATION," dated August 9, 2013, prepared by John L. Pierce & Associates, P.A., and recorded in Map Book 67, Page 13, Cabinet N, Onslow County Registry;

6. That by document entitled "Supplement to the Deed of Covenants, Conditions and Restrictions for St. James Park of Williamsburg Plantation, Section I, (St James Park Section III of Williamsburg Plantation)" the Developer subjected the aforesaid property described on Map Book 67, Page 13, Cabinet N, Onslow County Registry to the Covenants, Conditions and Restrictions recorded in Deed Book Deed Book 4047, Page 243, Onslow County Registry;

7. That the original covenants in Deed Book 3730, Page 622, Onslow County Registry contained an error in Article XI entitled "Stormwater Management" in that said document refers contains incorrect information regarding impervious areas;

8. That the State of North Carolina, Division of Water Quality has requested that the Developer correct said information contained in said covenants and the Developer has agreed to do so;

9. That at the time of the actions of the Developer hereunder, the Developer was a corporation organized and existing under the laws of the State of North Carolina but has now been dissolved according to North Carolina law but is executing this document as a part of winding up the affairs of said corporation;

10. That the Developer desires to correct the information contained in the original covenants;

11. That the original covenants recorded in Deed Book 3730, Page 622, Onslow County Registry provides in Article XIII, Section 13.6 that the Developer retains the right to amend said covenants without consent of any other parties provided the Developer is the owner of any of the property subject to said covenants;

12. That said error is also a typographical or minor error and may be corrected by affidavit as provided in Section 47-36.1 of the North Carolina General Statutes;

13. That in addition to being an amendment of the Restrictive Covenants set forth above, this document is also intended to be a corrective affidavit pursuant to Section 47-36.1 of the North Carolina General Statutes;

NOW, THEREFORE, for valuable consideration in hand paid, the receipt of which is hereby acknowledged, Developer does hereby amend the aforesaid restrictive covenants recorded in Deed Book 3730, Page 622, Onslow County Registry by deleting Article XI entitled "Stormwater Management" in its entirety and replacing it with the following:

STORMWATER MANAGEMENT

Section 11.1 The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 080115, as issued by the Division of Water Quality under NCAC 2H.1000.

Section 11.2 The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.

Section 11.3 These covenants are to run with the land and be binding on all persons and parties claiming under them.

Section 11.4 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.

Section 11.5 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.

Section 11.6 The maximum allowable built-upon area per Lot is 2,846 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

Section 11.7 In the 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 allowable built-upon area for that lot shall be the most restrictive of the two.

Section 11.8 Filing in or piping of any vegetated conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.

Section 11.9 Each lot will maintain a 30 foot wide vegetated buffer between impervious areas and surface waters.

Section 11.10 All roof drains shall terminate at least 30 feet from the mean high water mark of surface waters.

That said amendment shall apply to the provisions of the restrictions set forth in Deed Book 3895, Page 137 and Deed Book 4047, Page 243, Onslow County Registry as well.

That except as amended herein, the provisions of the restrictive covenants recorded in Deed Book 3730, Page 622, Deed Book 3895, Page 137 and Deed Book 4047, Page 243, Onslow County Registry shall remain in full force and effect.

In the event of a conflict between the provisions of this document and the restrictive covenants recorded in Deed Book 3730, Page 622, Deed Book 3895, Page 137 and Deed Book 4047, Page 243, Onslow County Registry, the provisions of this document shall prevail.

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

John Koenig, Inc.

By: _____ (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF ONSLON

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 2 day of July, 2014.

NOTARY SEAL

AIMEE M. BATSON
Public, North Carolina
Onslow County
My Commission Expires
May 28, 2017

Aimee M. Batson
Notary Public
Aimee M. Batson
Printed name of notary public

My commission expires: 5/29/17