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DECLARATION

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Watauga County, North Carolina
Amy J. Shook, Register of Deeds

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Prepared By and Return To: Deal, Moseley, di Santi, Garrett & Martin, LLP, Attorneys at Law
P. O. Box 311, Boone, NC 28607

**SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR TOWNHOMES AT BROOKSHIRE**

THIS SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TOWNHOMES AT BROOKSHIRE (this "Supplemental Declaration") is entered into this 14 day of August, 2024, by RCPBD INVESTMENTS, LLC, a North Carolina Limited Liability Company ("Declarant"). Capitalized terms used in this Supplemental Declaration shall have the same meanings ascribed to such terms in the Declaration (as defined below) unless otherwise stated.

WHEREAS, Declarant executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Townhomes At Brookshire recorded in Book of Records 2159, Page 464, Watauga County Public Registry (the "Declaration");

WHEREAS, the Declarant has submitted various additional properties to the terms and provisions of the Declaration pursuant to Article II of the Declaration, all of which Additional Property as well as the Property described in the Declaration, is a part of Phases 1 and 2 as shown on the recorded plats for Townhomes At Brookshire (the "Project"), including Phase 1, containing 5.128 acres as shown on the plat recorded in Plat Book 28, Page 101, Watauga County Public Registry, Phase 2A, containing 5.103 acres as shown on the plat recorded in Plat Book 28, Page 279, Watauga County Public Registry, Phase 2A-B, containing 2.876 acres as shown on the plat recorded in Plat Book 28, Page 371, Watauga County Public Registry, Phase 2A-C, containing 1.244 acres as shown on the plat recorded in Plat Book 28, Page 417, Watauga County Public Registry, Phase 2A-D, containing 3.478 acres as shown on the plat recorded in Plat Book 29, Page 31, Watauga County Public Registry, Phase 2A-E, containing 2.426 acres as shown on the plat recorded in Plat Book 29, Page 33, Watauga County Public Registry, Phase 2A-F, containing 1.504 acres as shown on the plat recorded in Plat Book 29, Page 124, Watauga

County Public Registry, Phase 2A-G, containing 1.227 acres as shown on the plat recorded in Plat Book 29, Page 171, Watauga County Public Registry, Phase 2A-H, containing 1.284 acres as shown on the plat recorded in Plat Book 29, Page 220, Watauga County Public Registry, Phase 2B-1, containing 1.184 acres as shown on the plat recorded in Plat Book 29, Page 377, Watauga County Public Registry, Phase 2B-2, containing 1.165 acres as shown on the plat recorded in Plat Book 29, Page 412, Watauga County Public Registry, Phase 2B-3, containing 1.180 acres as shown on the plat recorded in Plat Book 29, Page 414, Watauga County Public Registry, Phase 2B-4, containing 0.678 acres as shown on the plat recorded in Plat Book 29, Page 475, Watauga County Public Registry, Phase 2B-5, containing 0.712 acres as shown on the plat recorded in Plat Book 30, Page 55, Watauga County Public Registry, Phase 2B-6, containing 0.840 acres as shown on the plat recorded in Plat Book 30, Page 110, Watauga County Public Registry, and Phase 2B-7, containing 1.371 acres as shown on the plat recorded in Plat Book 30, Page 152, Watauga County Public Registry; and

WHEREAS, the State of North Carolina Department of Environmental Quality, Division of Energy, Mineral, and Land Resources ("DEMLR") previously issued a State Stormwater Management System Permit, Permit Number SWA000090 for Townhomes At Brookshire which sets forth terms, conditions and requirements associated with stormwater management, density requirements, and erosion control associated with Phases 1 and 2 of the Project, and in accordance with Title 15A NCAC 02H.1000, Declarant is hereby executing certain restrictions and protective covenants to ensure that the Project be maintained, in perpetuity, consistent with the storm water rules and regulations of DEMLR.

NOW, THEREFORE, Declarant, for itself and its successors and assigns, does hereby covenant and agree as follows:

- 1.) The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SWA000090, as issued by the Division of Energy, Mineral and Land Resources (the "Division") under 15A NCAC 02H.1000, effective January 1, 2017.
- 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.
- 3.) These covenants are to run with the land and be binding on all persons and parties claiming under them.
- 4.) The covenants pertaining to stormwater shall not be allowed to expire and may not be altered or rescinded without the express written consent of the Division.
- 5.) Alteration of the drainage as constructed under the ATC permit approval and as shown on the final stormwater plans submitted as part of the as-built package may not take place without the concurrence of the permittee and approval by the Division. Filling in, piping, altering, or modifying any component of the approved vegetated conveyance system and/or curb outlet system shown on the approved plan, except for a minimum driveway crossing, is strictly prohibited.

6.) The maximum allowable built-upon area per lot for Phases 1 and 2 of the Project as described in the recitals above shall be 1,764 square feet, which built-upon area may be increased for Phase 3, subject to the requirements of the 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 street pavement and/or sidewalk. The maximum allowable built-upon area shall not be exceeded on any lot until the permit is modified to ensure compliance with the stormwater rules. Built upon area has the same meaning as G.S. 143-214.7, as amended in Session Law 2017-10.

7.) All lots shall maximize dispersed flow of runoff through vegetated areas and minimize channelization of runoff. Where runoff cannot be released as dispersed flow, vegetated conveyances may be used.

8.) A 30*-foot wide vegetated setback must be provided and maintained adjacent to all surface waters in accordance with 15A NCAC 02H.1003(4) and the final plans submitted as part of the as-built package.

9.) Any individual or entity found to be in noncompliance with the provisions of a stormwater management permit or the requirements of the stormwater rules is subject to enforcement procedures as set forth in NCGS 143, Article 21.

The Declarant shall have the right to amend the covenants without consent of the members to conform the Declaration to the requirements of any law or governmental agency having legal jurisdiction over the property, including those agencies sponsored by or under the control of the State of North Carolina. A letter from an official of any such agency requesting, requiring or suggesting an amendment necessary to comply with the requirements of such agency, shall be sufficient evidence to affect such an amendment. The amendment shall be effective upon recording.

IN WITNESS WHEREOF, the Declaration hereto has caused this Supplemental Declaration to be duly executed, sealed and delivered as of the date first above written.

[SIGNATURE ON NEXT PAGE]

RCPBD INVESTMENTS, LLC, a North
Carolina Limited Liability Company

By: [Signature] (SEAL)
Rick Miller, Manager/manager

STATE OF NC

COUNTY OF Ashe

I, the undersigned, a notary public of said County and State, do hereby certify that Rick Miller personally appeared before me this day and acknowledged that he is Manager for RCPBD Investments, LLC, a North Carolina Limited Liability Company, and that the foregoing instrument was signed on behalf of the Company.

WITNESS my hand and official seal this the 14 day of August, 2024.

[Signature]
Notary Public

My commission expires:
11/16/28

NOTARIAL SEAL:

