Low Density Commercial Subdivisions
Deed Restrictions & Protective Covenants

In accordance with Title 15 NCAC 2H.1000 and S.L. 2006-246, the Stormwater Management Regulations, deed restrictions and protective covenants are required for **Low Density Commercial Subdivisions** where lots will be subdivided and sold. Deed restrictions and protective covenants are necessary to ensure that the development maintains a "built-upon" area consistent with the applicable regulation governing the density level. The following deed restrictions and covenants must be recorded prior to the sale of any lot:

I, _____, acknowledge, affirm and agree by my signature below, that I will cause the following deed restrictions and covenants to be recorded prior to the sale of any lot within the project known as _____:

1.   *The following covenants are intended to ensure ongoing compliance with Town of Fletcher Water Stormwater Management Permit Number _____, as issued by the Henderson County Water Quality Division under the Town of Fletcher Stormwater Management Regulations.*

2.   *The Town of Fletcher 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   *The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the Town of Fletcher Stormwater Staff or their designee.*

5.   *Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the* Town of Fletcher Staff or their designee*.*

6.   *The maximum allowable built-upon area per lot is _____*_ square feet.*

       *Note: If the BUA per lot varies, please substitute the following statement for the one above and provide a complete listing of the proposed BUA for each lot:

       The maximum allowable built-upon area per lot is as follows:

Lot #	Max. BUA	Lot #	Max. BUA	Lot #	Max. BUA
_____	_____	_____	_____	_____	_____

       These allotted amounts include 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.

7.   *In the case of a lot within CAMA's regulated AEC, if the built-upon area for that lot, as calculated by CAMA, is less than the amount shown in these restrictions, the most restrictive BUA will be the maximum permitted limit for that lot.*

8   *Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.*

9.   *Each lot will maintain a 30** foot wide vegetated buffer between all impervious areas and surface waters.*

10.   *All roof drains shall terminate at least 30** foot from the mean high water mark of surface waters.*

11.   *Each lot, whose ownership is not retained by the permittee, shall submit a separate stormwater permit application to the Henderson County Water Quality Division and receive a permit prior to construction. The application shall demonstrate compliance with the maximum BUA limit and the low density requirements set forth in 15A NCAC 2H.1000. Lots whose ownership is retained by the permittee shall be submitted as modifications to the original permit.*

**50 foot for projects located in the 20 coastal counties.

12. *The maximum assigned built-upon area limit shall not be exceeded on any lot, unless the permit is modified to high density for all the lots in the permitted subdivision.*

Signature:_____Date:_____

I, _____, a Notary Public in the State of

_____, County of _____, do hereby

certify that _____personally appeared before me this the

_____ day of _____, 20_____, and acknowledge the due execution of the foregoing

instrument.

Witness my hand and official seal,   SEAL

_____
Notary Signature

My Commission expires _____