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 Onslow County, NC  
 Rebecca L. Pollard Reg. of Deeds  
**BK 3801 PG 278-285**

**DECLARATION OF COVENANTS, CONDITIONS  
 RESTRICTIONS AND EASEMENTS FOR  
 ALLISON'S WAY (the "Declaration")**

Prepared by and return to:  
 Gaylor Edwards & Vatcher, P.A.

STATE OF NORTH CAROLINA  
 COUNTY OF ONSLOW

**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**, made this the 25 day of June, 2012 by **RONALD HAYWOOD PITTMAN, II and wife, ALLISON D. PITTMAN**, hereinafter called "Declarant" (whether one or more).

**WITNESSETH:**

**THAT WHEREAS**, the Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof; and

**NOW, THEREFORE**, the Declarant hereby declares that the real property described in Article I hereof, together with such additional property as may be annexed by the Declarant as hereinafter provided, is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below.

**ARTICLE I  
SUBJECT PROPERTY**

The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the Articles of this Declaration is located in the Township of Richlands, County of Onslow, State of North Carolina, and is more particularly described as follows:

BEING all of the property, as shown on a map entitled, "Final Plat Showing ALLISON'S WAY", dated May 16, 2012, prepared by John L. Pierce & Associates, P.A. and recorded in Map Book 64, Page 108, in the Office of the Register of Deeds of Onslow County, North Carolina, hereinafter referred to as the "Subdivision."

**ARTICLE II  
DEFINITIONS**

Section 1. Declaration shall mean the covenants, conditions, restrictions and easements and all other

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provisions set forth in this entire document, as may from time to time be modified or amended.

Section 2. Declarant shall mean and refer to RONALD HAYWOOD PITTMAN, II, and wife, ALLISON D. PITTMAN, or any successor in title or any successor in interest of Declarant to all of the property then owned by Declarant, or if it is provided in writing by the Declarant that the successor in title or successor in interest is to assume the rights and obligations of Declarant, then to any successor in title or successor in interest to any portion of the real property then subject to this Declaration.

Section 3. Lot shall mean any separately described parcel of land, other than streets, roadways or areas designated as easements, shown on any recorded subdivision map of the Subdivision.

Section 4. Permit shall mean the State of North Carolina Stormwater Management Permit number SW8 120415 as issued and modified by the Division of Water Quality under NCAC 2H.1000, and any subsequent modification thereto or other stormwater management permit hereafter issued for any property annexed to the Subdivision by the Declarant.

**ARTICLE III  
PURPOSES**

No Lot or Lots shall be put to any use other than for residential purposes, except that any Lot, including, but not limited to a Reserved By Owner Lot, which is owned by Declarant may be used by the Declarant for a street or roadway or off-site sanitary sewer disposal system.

**ARTICLE IV  
LAND USE AND BUILDING TYPE**

No building shall be used except for residential purposes. No structure shall be erected, placed, altered, or permitted to remain on any such lot other than single family dwellings not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with general architectural design and construction standards used as the dwelling itself. No modular home, manufactured home or mobile home shall be permitted to be placed on any Lot. This covenant shall not be construed as prohibiting the use of a new single family dwelling as a model home for sales purposes.

**ARTICLE V  
DWELLING QUALITY AND SIZE**

The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 1,000 square feet for a one-story dwelling, nor less than 650 square feet for a dwelling of more than one story. All exterior colors of the structure (i.e. exterior walls, window frames, soffit and shingles) and mailbox designs must be approved by the Declarant or its assign prior to construction.

**ARTICLE VI  
BUILDING LOCATION**

No building shall be located on any corner lot nearer to the front line or any side street line than as shown on the recorded plat. No building shall be located with respect to interior side lot lines so as to be nearer than 8 feet to either such line. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat nor nearer than 10 feet to the rear lot line, and no garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purposes of this covenant, eaves, steps, open porches, and carports shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than 10 percent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

**ARTICLE VII  
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.

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**ARTICLE VIII**  
**RESERVATION OF EASEMENTS**

Easements for installation and maintenance of utilities, including sanitary sewer, and drainage facilities, including ditches, are reserved over the rear ten feet of each Lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority, or utility company is responsible.

The Declarant reserves for itself, its successors and assigns, an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every Lot in the Subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes, and other equipment necessary to or useful for furnishing electric power, gas, telephone service, ditches, drainage or other utilities, including water and sewer services.

**ARTICLE IX**  
**LIVESTOCK AND POULTRY**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. Any and all pets shall not be allowed off the premises, unless same are under the direct control, by leash or otherwise, of the owner or other responsible person, at all times and are not creating a nuisance to the other owners within the Subdivision.

**ARTICLE X**  
**BUILDING PLANS AND SPECIFICATIONS**

No dwelling or other building shall be erected upon any Lot unless the plans and specification thereof meet or exceed the requirements of "minimum property standards for one and two living units". (FHA. No.300), Federal Housing Administration.

**ARTICLE XI**  
**ERECTION OF FENCES**

Fences, not to exceed six (6) feet in height, may be constructed between the front of the primary dwelling and the back lot line. No fence shall be erected between the front of the primary dwelling and the street right of way, unless such fence shall be of an ornamental nature. Brick and split-rail shall be deemed to meet the requirements of this restriction.

**ARTICLE XII**  
**GARBAGE AND REFUSE DISPOSAL**

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**ARTICLE XIII**  
**SIGHT DISTANCE AT INTERSECTION**

No fences, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply upon any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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**ARTICLE XIV**  
**TEMPORARY STRUCTURES**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding temporarily or permanently. No trailer, mobile home, or camper shall be parked on any Lot at any time for any purpose nor shall any non-operable, or unregistered motor vehicle be allowed to remain on any Lot at any time for any purpose, unless it is parked behind the main dwelling structure or placed inside the carport or garage.

**ARTICLE XV**  
**DRAINAGE**

All driveways shall have drainage tile in the street ditches installed and sized in accordance with the N.C. State Highway recommendations.

**ARTICLE XVI**  
**MISCELLANEOUS RESTRICTIONS**

(A) No boat or boat trailer shall be parked in the area between the front of the dwelling situated on any Lot and the street right of way.

(B) No portable basketball goals shall be permitted within the right of way adjacent to any Lot.

(C) No trampoline(s) shall be permitted in the area between the front of the dwelling situated on any Lot and the street right of way.

(D) Pets shall not be restrained by any chains, ropes or other leash type device anchored or fastened to a temporarily or permanently immovable object or structure.

**ARTICLE XVII**  
**STORMWATER MANAGEMENT**

(A) The following covenants and restrictions set forth in this Article XVII are intended to insure continued compliance with State Stormwater Management Permit Number SW8 120415 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) The covenants set forth in this Article XVII pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

(D) Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.

(E) The maximum allowable square feet of built-upon area ("BUA") per lot is 8,048 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.

(F) In case of a Lot within CAMA's regulated Area of Environmental Concern, where the Division of Coastal Management calculates a different maximum allowable built-upon area ("BUA") for any Lot different than that provided above, the governing maximum built-upon area ("BUA") for that Lot shall be the most restrictive of the two.

(G) Filling in or piping of any vegetative conveyances (such as ditches, swales, etc.) associated with the development, except for the minimum amount necessary under driveways to provide access to lots and the minimum amount necessary to direct runoff beneath an impervious surface such as a road, is strictly prohibited by any person.

(H) Each Lot will maintain a fifty (50) foot wide vegetated buffer between all impervious areas and surface waters.

(I) All roof drains shall terminate at least fifty (50) feet from the mean high water mark of surface waters.

(J) Built upon area in excess of the permitted amount requires a state stormwater permit modification prior to construction.

(K) These covenants are to run with the land and be binding on all persons and parties claiming under them.

All permitted runoff from future development of the Subdivision 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 stormwater control system as permitted.

Declarant, the State of North Carolina and their respective successors and assigns, reserve and retain the right to go

upon any Lot to inspect for the compliance of such Lot with the Permit and to maintain, repair, replace and construct ditches and devices necessary to insure that such Lot is in compliance with the Permit.

**ARTICLE XVIII**  
**RESERVATION OF EASEMENTS AND RIGHTS BY DECLARANT**

Declarant hereby reserves for itself, its successors and assigns, for any purposes it deems useful to its development of the Subdivision, the development of other property now owned, or which may be owned in the future by Declarant, or the development of other property to which Declarant may grant the benefit of such easements, those easements shown on any recorded map of the Subdivision, or subsequently annexed property, and the following additional easements and rights:

A. A perpetual easement for ingress, egress, regress, access, the installation and maintenance of utilities, including sanitary sewer, further subdivision, and the right to dedicate to public use, over, under and upon all streets and ditch, drainage and utility easements shown on any recorded map of the Subdivision or lying within the Subdivision and the water and sewer easements lying within the Subdivision;

B. The right to grant easements for the purposes of ingress, egress, regress, access, the installation, use and maintenance of utilities and further subdivision, over, under and upon (i) all streets shown on any recorded map of the Subdivision and (ii) the ditch, drainage and utility easements and easements for the water and sewer systems located within the Subdivision, to any property outside the Subdivision to which Declarant deems the grant of such easements desirable, whether or not the property to which the easements are granted is owned by Declarant;

C. A perpetual easement over, under and upon all streets and ditch, drainage, utility, including, but not limited to sanitary sewer and access, easements shown on any recorded map of the Subdivision for the purpose of establishing, constructing and maintaining any underground utility, conduits and wires for telephone, electric power and other purposes and of laying, installing and maintaining facilities for sewage, potable and non-potable water, gas, storm drainage and other utilities therein. This reservation shall not be construed as an obligation of Declarant to provide or maintain any such activity or services;

D. A perpetual access easement over, under and upon the Lots to trim, cut and remove any trees and brush necessary for the installation, operation and maintenance of utility lines, gas, water and sewer mains and other services for the convenience of the property owners and appurtenances thereto;

E. A perpetual and exclusive easement for the installation and maintenance of radio and television transmission cables within the rights-of-way easement areas reserved and defined above.

**ARTICLE XIX**  
**OWNER'S MAINTENANCE OBLIGATIONS AND RIGHT OF DECLARANT**  
**TO PERFORM CERTAIN MAINTENANCE.**

A. On each Lot, the rights-of-way and easement areas reserved by Declarant or dedicated to public utilities purposes, together with the Sanitary Sewer Easements as described in Article VIII, above, shall be maintained continuously by the Lot owner and no structure, plantings or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with the installation or maintenance of ditches and utilities, or which may change the direction of the flow of water through ditch and drainage channels in the easements, or which damage or interfere with established slope ratios or which create erosion problems. It is provided, however, that where the existing location of an easement, ditch or drainage channel reserved in this Declaration or shown on any recorded map of the Subdivision would hinder the orderly development of the Lot on which the easement is located, the easement, ditch or drainage channel may be relocated by Declarant. Improvements within such areas also shall be maintained by the Lot owner except for those for which a public authority or utility is responsible.

B. In the event the Owner of any Lot shall fail to maintain the Lot, and Sanitary Sewer Easement, and/or the improvements situated thereon, in a manner in keeping with this Declaration, or any federal, state or local law, ordinance, rule or regulation, in addition to any other rights set forth herein or provided by law, the Declarant shall have the right, but not the obligation, through their agents and employees, to enter upon said Lot, and clear, clean, repair, maintain and restore the Lot, and/or Sanitary Sewer Easement, together with the exterior of any building and any other improvements erected or situated thereon. There is included in the authority herein granted the power to clear Lots and Sanitary Sewer Easement areas of undergrowth, rubbish, debris, weeds or grass. In the

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event the owner of any Lot shall damage or through negligent failure to act allow damage to occur to any Stormwater Management Facilities located on said owner's Lot or fail to comply with all applicable North Carolina Sedimentation and Erosion Control Permits, in addition to any other rights set forth herein or provided by law, the Declarant, shall have the right, but not the obligation, through their agents and employees, to enter upon said Lot and clear, clean, repair, maintain and restore the Stormwater Management Facilities and to bring the Lot into compliance with the applicable North Carolina Sedimentation and Erosion Control Permits..

The costs of the maintenance or repair authorized by this Article shall be considered the legal obligation of the Lot Owner. The Declarant may maintain an action in court having jurisdiction for such costs, together with all collection costs, including reasonable attorney's fees, and expenses incurred in pursuing such action. The costs shall not constitute a lien on said Lot, unless and until the final judgment of a court of competent jurisdiction shall be docketed in the Office of the Clerk of Court of Onslow County. Any such lien obtained shall be subordinate to any first deed of trust.

**ARTICLE XX**

**REMEDIES**

In the case of failure of a Lot owner to comply with the terms and provisions contained in this Declaration, the following relief shall be available:

a. The Declarant (whether or not the Declarant is the owner of any Lot), any Lot owner and any party to whose benefit this Declaration inures, including but not limited to the State of North Carolina or its assignees with respect to the Permit, may proceed at law and in equity to prevent the violation of any term or provision of this Declaration, and also recover damages for such violation and the court in any such action may award the successful party said party's reasonable expenses and costs in prosecuting such action, including reasonable attorney's fees.

b. The remedies hereby specified are cumulative and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity or under any statute. No delay or failure on the part of the Declarant or an aggrieved party to invoke an available remedy with respect to a violation of any of this Declaration shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to that party upon the reoccurrence or continuation of said violation or the occurrence of a different violation.

**ARTICLE XXI**

**COMPLIANCE WITH DEPARTMENT OF TRANSPORTATION TRAFFIC MAINTENANCE STANDARDS**

Driveway headwalls, fences, mailboxes, newspaper delivery boxes, basketball goals or other roadside obstructions, constructed or placed within the right of way of any street as shown on the recorded plat of the Subdivision in a location or out of materials determined to be a traffic safety hazard by the North Carolina Department of Transportation or the Declarant, shall not be permitted. It shall be the duty of the Owner of any Lot to remove such obstruction, at the Owner's sole expense, within thirty (30) days following written notification of such objection by the North Carolina Department of Transportation or Declarant.

**ARTICLE XXII**

**STREET LIGHTING AGREEMENT**

The Declarant reserves the right to subject the real property in this Subdivision to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, and/or entrance sign lighting, either or all of which may require an initial payment and/or a continuing monthly payment to an electric company by the owner of each dwelling.

**ARTICLE XXIII**

**ENFORCEMENT**

The Declarant (whether or not the Declarant is the owner of any Lot), any Lot owner and any party to whose benefit this Declaration inures, including but not limited to the State of North Carolina or its assignees with respect to

the Stormwater Management Permit, may proceed at law and in equity to prevent the violation or attempted violation of any term, covenant or provision of this Declaration, either to restrain violation or to recover damages for such violation and the court in any such action may award the successful party said party's reasonable expenses and costs in prosecuting such action, including reasonable attorney's fees.

**ARTICLE XXIV**

**MODIFICATION**

These restrictions are subject to being altered, modified, canceled or changed at any time as to said Subdivision as a whole, or as to any subdivided lot or part thereof, by written document executed by the Declarant or its successors in title and by the owners of not less than sixty-seven percent (67.0%) of the subdivided lots in the Subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarant owns sixty-seven (67% ) percent or more of the subdivided lots, the Declarant may alter or amend these covenants without the consent of any other owner.

**ARTICLE XXV**

**ANNEXATION**

The Declarant reserves the right to annex additional property to the Subdivision by recordation of a subdivision map and covenants, conditions and restrictions substantially similar to those set forth in the Declaration.

**ARTICLE XXVI**

**PROVISIONS RELATING TO WETLANDS**

All areas of the Subdivision, if any, designated 404 Wetlands as shown and delineated on the recorded map of the Subdivision, which have been verified by the US Army Corps of Engineers, shall be maintained in perpetuity in their natural or mitigated condition unless otherwise approved by the US Army Corps of Engineers. The Declarant shall not be liable for any violation of this restriction by any Lot owner or other person.

**ARTICLE XXVII**

**TERM**

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which such time such Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part, with the exception of Article XVI.

**ARTICLE XXVIII**

**SEVERABILITY**

Invalidation of anyone of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant have hereto set their hands and seals, the day and year first above written.

*Ronald Haywood Pittman, II*

(SEAL)

Ronald Haywood Pittman, II

*Allison D. Pittman*

(SEAL)

Allison D. Pittman

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

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 purposes stated therein and in the capacity(ies) indicated:

RONALD HAYWOOD PITTMAN, II and wife, ALLISON D. PITTMAN

Date: 6/25, 2012

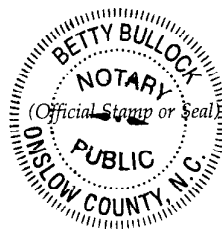
*Betty Bullock*

(Official Signature of Notary)

Betty Bullock

(Notary's printed or typed name)

My commission expires: Dec. 28, 2013



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