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DECLARATION OF RESTRICTIVE
AND PROTECTIVE COVENANTS

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

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 17th day of December, 2007 by MICHAEL D. JACOBS and wife, SANDRA M. JACOBS, hereinafter called "Declarant" (whether one or more);

W I T N E S S E T H:

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, is and shall be held, transferred, sold and conveyed subject to the protective covenants and restrictions set forth below.

1. 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 that property as shown on that certain map entitled, "CAVERN CREEK FARM", dated 9-17-2007, prepared by David T. Weston, Land Surveying, and recorded in Map Book 54, Page 186, Slide M-300, in the office of the Register of Deeds of Onslow County, North Carolina, hereinafter referred to as the "Subdivision."

2. PURPOSES. No Lot or Lots shall be put to any use other than for residential purposes.

3. 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 one (1) single family dwelling, 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. This covenant shall not be construed as prohibiting the use of a new single family dwelling as a model home for sales purposes.

4. 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 750 square feet for a dwelling of more than one story. No dwelling, except conventionally constructed homes shall be allowed on any lot. Specifically excluded are modular homes, manufactured homes and mobile homes. 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.

5. 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 15 feet to the rear lot line, and no garage or other permitted accessory building shall be located nearer than 15 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 building setback lines shall not be considered a violation of this covenant.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and 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, drainage or other utilities, including water and sewer services.

7. 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.

8. 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 on the premises unless same are under the direct control of the owner at all times and are not creating a nuisance to the other owners within the Subdivision.

9. 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.

10. 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.

11. 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. This shall include, but not be limited to the area designated as "Sight Triangle" on the recorded plat. 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.

12. 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.

13. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding temporarily or permanently. No trailer, mobile home, camper or line vehicle shall be parked on any lot at any time for any purpose.

14. DRAINAGE. All driveways shall have drainage tile in the street ditches installed and sized in accordance with the N.C. State Highway recommendations. Each owner shall be responsible for maintenance, including periodic clearing of any obstructions and regular trimming or cutting of vegetation in that portion of

any drainage ditch situated on such owner's lot.

15. 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 on any lot or within the right of way adjacent to such 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. (E) No inoperative 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.

16. STORMWATER MANAGEMENT.

(A) The following covenants and restrictions set forth in this Article 16 are intended to insure continued compliance with State Stormwater Management Permit Number SW8 070813 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 16 pertaining to storm water 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 built-upon area ("BUA") per lot is as follows:

Lot 1 - 4,555 square feet, Lot 2 - 4,293 square feet, Lot 3 - 4,905 square feet, Lot 4 - 6,363 square feet, Lot 5 - 5,941 square feet, Lot 6 - 4,974 square feet, Lot 7 - 4,812 square feet, Lot 8 - 5,175 square feet, Lot 9 - 5,380 square feet, Lot 10 - 7,536 square feet, Lot 11 - 23,424 square feet, Lot 12 - 32,090 square feet, Lot 13 - 12,100 square feet, Lot 14 - 5,891 square feet, Lot 15 - 5,801 square feet, Lot 16 - 7,744 square feet, Lot 17 - 24,950 square feet, Lot 18 - 17,955 square feet, Lot 19 - 7,039 square feet, Lot 20 - 7,667 square feet, Lot 21 - 5,239 square feet, Lot 22 - 4,989 square feet and Lot 23 - 4,704 square feet.

These allotted amounts 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) 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.

(G) Each Lot will maintain a thirty (30) foot wide vegetated buffer between all impervious areas and surface waters.

(H) All roof drains shall terminate at least thirty (30) feet from the mean high water mark of surface waters.

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

(J) 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.

The Owner of each Lot shall be obligated to comply with the provisions of the Permit with respect to such Owner's Lot. Provided, however, 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.

17. 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.

18. 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.

19. 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, 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

20. 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 percent (60%) of the subdivided lots of 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 (60%) percent or more of the subdivided lots, the Declarant may alter or amend these covenants without the consent of any other


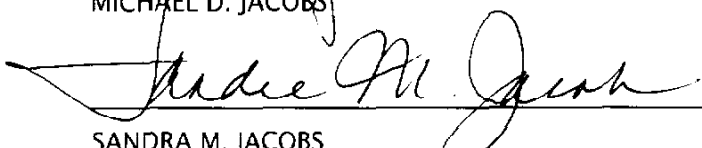
owner.

21. 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 16.

22. 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.

23. ASSIGNMENT OF DECLARANT'S RIGHTS. Upon the sale, transfer and conveyance of all or a majority of the lots within this Subdivision to Woodrow W. Willis, Jr. and Rebecca H. Willis (the "Grantee"), all of the Declarant's rights, powers and authorities set forth in this Declaration shall be deemed automatically transferred and assigned to the Grantee, without the execution or recordation of any other instrument.


IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed by its Manager, with authority duly given, the day and year first above written.


MICHAEL D. JACOBS

SANDRA M. JACOBS

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

The undersigned, a Notary Public in and for the county and state aforesaid, does hereby certify that MICHAEL D. JACOBS and wife, SANDRA M. JACOBS, personally appeared before me this date and acknowledged the due execution of the foregoing instrument for the purposes set forth therein and in the capacity indicated.

Witness my hand and official stamp or seal, this 21st day of December, 2007.


Notary Public
Printed Name: J. Dewey Edwards, Jr.

My Commission Expires:

July 9, 2011

