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 Rebecca L. Pollard Reg. of Deeds  
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NORTH CAROLINA  
ONSLow COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 27 day of February, 2012, by A. SYDES CONSTRUCTION, INC., a North Carolina corporation, hereinafter called "Declarant".

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real property described in Paragraph 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.

NOW, THEREFORE, the Declarant hereby declares that the real property in and referred to in Paragraph I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

1. DESCRIPTION OF REAL 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 County of Onslow, State of North Carolina, and is more particularly described as follows:

**Being all of those Lots as depicted on a map entitled "FINAL PLAT Crimson Faire A Planned Residential Development" Richlands Twp., Onslow Co., North Carolina" Owner/Developer A. Sydes Construction, Inc., and recorded in Map Book 63, Page 129, Onslow County Registry.**

2. USES: No lot, lots, or portions thereof shall be put to any use other than for residential purposes, except that any lot may be used by the Declarant for a street or roadway. Subdivision of any lots is prohibited without consent by Grantor.

No property may be used in a way that is in violation of any ordinance, statute, or rule of any governmental authority applicable to such lot.

3. LAND USE AND BUILDING TYPE: No building shall be used except for "residential purposes". A residential unit shall not be used nor shall residential purposes as herein set out be defined as covering the following types of uses: fraternities, sororities, health care facilities, day care facilities exceeding five children. Any and all additions to the structure shall be constructed in line with general architectural design and construction standards used in the building itself. All construction shall be custom type construction built on the lot and no old building constructed elsewhere shall be moved on to the lot for residential or any other purposes. Buildings shall be neat in appearance and the exterior of the building and yard shall be kept neat in appearance. No mobile homes, double wides or premanufactured homes or any unit requiring a Division of Motor Vehicles Certificate of Title shall be placed or constructed on any numbered lot in the subdivision hereinabove described. This covenant shall not be construed as prohibiting the use of any unit as a model home for sales purposes.

4. DRIVE-WAYS: All buildings shall have paved cement or asphalt driveways which are to be paved before completion of the building. Driveways may be constructed by alternate methods upon approval by the Grantor.

5. NATIVE GROWTH: The native growth of such premises shall not be permitted to be destroyed or removed except as necessary to erect structures, to construct driveways and other graveled areas, and a reasonable area surrounding the buildings. Dawson Cabin Developers Inc., its successors, or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so.

6. STREET LIGHTING AGREEMENT: The developer reserves the right to subject the real property into his subdivision to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

7. DWELLING QUALITY AND SIZE: The ground floor area of any dwelling, exclusive of open porches, decks and garages, shall be not less than 600 square feet with a total square footage of not less than 1050 square feet.

8. BUILDING LOCATION: No building shall be located on any numbered lot nearer to the front line or side street line than the minimum building line shown on the recorded plat. No residential building shall be located on any numbered lot nearer than 25 feet from the front lot line, and no building shall be located nearer than 20 feet from the rear lot line nor nearer than 20 feet from the side street line and 8 feet from the side for interior lot lines. For the purpose of this covenant, eaves, steps and 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 ten percent (10%) in the location of a building on the lot with respect to the minimum setback lines shall not be considered a violation of this covenant. No building shall be located closer to any lot line than the applicable distance in any ordinance applicable to such lot.

9. STREET MAINTENANCE: Until said streets are accepted into the Department of Transportation system, all owners of lots within this subdivision in accepting a deed to said lot or lots hereby consent and agree to share in the expense of maintenance of the private streets shown on the aforesaid plat; said owner(s) shall be responsible for payment of assessment equal to said owners prorata share of said maintenance as determined by dividing the total number of lots in said subdivision into the number of lots owned by each owner.

10. ARCHITECTURAL CONTROL: No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material, and location of the same shall have been submitted to and approved in writing as to harmony of external design to include painting and location in relation to surrounding structures and topography by the Declarant. In the event said declarant fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to him, approval will not be required and this section will be deemed to have been fully complied with.

A. Outside Antennas: No outside radio or television antennas shall be erected on any lot or dwelling unit within the Properties unless and until permission for the same has been granted by the declarant or his assigns.

B. Exterior Lights: All light bulbs or other lights installed in any fixture located on the exterior of any building or any lot shall be clear, white, or non-frost lights or bulbs.

C. Fences: No fences may be installed or erected upon any lot without the consent of the declarant.

11. 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. No unused or junk cars or parts thereof shall be kept on any lot in said subdivision

and all lots shall be maintained in a neat and clean appearance.

12. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 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 grantor reserves for itself, its successors or 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 services, drainage, or other utilities including water and sewer services.

13. 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 any commercial purposes. Goats, cows, chickens, swine, horses and ponies shall not be considered household pets.

14. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot parallel to the building line, one sign of not more than four square feet advertising the property for sale or rent, or signs, used by a builder to advertise the property during the construction and sales period or used for the purpose of re-sale of the property.

15. FENCES: Unless otherwise approved by the declarant no fence shall be erected between the front building line and the street right-of-way line except decorative fences such as split-rail or picket not in excess of three feet in height. No fence shall be erected between the front building line of the main dwelling and the back lot line in excess of six (6) feet in height.

16. GARAGE 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.

17. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used as a residence on any lot at any time, either temporarily or permanently. No trailer, mobile home, camper, recreational vehicle or like vehicle shall be parked on any lot at any time for any purpose nor shall any such vehicle be allowed except for temporary construction offices by builders or developers, to remain on any lot at any time for any purpose. The declarant shall have the right to approve and designate where non-occupied recreational vehicles shall be parked.

18. STORM WATER RUNOFF: In accordance with Title 15 NCAC 2H.1000 and S.L. 2006-246, the Stormwater Management Regulation, deed restrictions and protective covenants are required for Low Density Residential Subdivisions where lots will be subdivided and sold. Deed restrictions and protective covenants are necessary to ensure that the development maintains a "built-up" area consistent with the applicable regulation governing the density level.

- a. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8-110609, 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. These covenants are to run with the land and be binding on all persons and parties claiming under them.
- d. 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.
- e. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.

- f. The maximum built-upon area per lot is 12,210 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 conquina, but does not include raised, open wood decking, or the water surface of swimming pools.
- g. In the case of a lot within CAMA's regulated AEC, where the Division of Coastal Management calculates a different maximum built-upon area for that lot than is shown herein, the governing maximum built-upon area for that lot shall be the most restrictive of the two.
- h. 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.
- i. Each lot will maintain a 50' wide vegetated buffer between all impervious areas and surface water.
- j. All roof drains shall terminate at least 50' from the mean high water mark.

19. 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 time such covenants shall be automatically extended for successive periods of ten 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.

20. ENFORCEMENT OF RESTRICTIONS: In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceeding, the undersigned, its successors and assigns and the owners of the numbered lots in the subdivision, the State of North Carolina, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

21. MODIFICATION OF RESTRICTIVE COVENANTS: These restrictions are subject to being altered, modified, cancelled 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 owner of not less than sixty percent (60%) of the subdivided lots or parts of said 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 percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of any of the property owners providing the revisions are in compliance with current regulations.

22. SEVERABILITY: Invalidation of any one 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 TESTIMONY WHEREOF, A. SYDES CONSTRUCTION, INC., has caused this instrument to be executed in its corporate name by its President.

A. SYDES CONSTRUCTION, INC.

By: Anthony W. Sydes  
Anthony W. Sydes

Title: President

NORTH CAROLINA  
ONSLow COUNTY

I, a Notary Public of the County and State aforesaid, certify that Anthony W. Sydes, personally came before me this day and acknowledged that he is President of A. Sydes Construction, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him as its President. Witness my hand and official stamp or seal, this 27 day of February, 2012.  
My commission expires: 12-09-2011

Jessica L. Webb  
JESSICA L. WEBB  
Notary Public  
Onslow County  
NORTH CAROLINA