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Doc ID: 008198130015 Type: CRP
Recorded: 06/17/2010 at 12:36:56 PM
Fee Amt: \$56.00 Page 1 of 15
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds

BK **3423** PG **281-295**

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
EASTPORT, SECTION 1

Prepared by: DOTSON & MILSTED

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
EASTPORT, SECTION I**

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS is made on the date hereinafter set forth by Eastport Development Group, Inc., a North Carolina Corporation, hereinafter called "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property in Onslow County, North Carolina, which is more particularly described as follows:

NOW, THEREFORE, the Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof

ARTICLE I

DEFINITIONS

Section 1. Owner shall mean and refer to the record owner, whether one or more persons or entitled, to a fee simple title to any Lot which is a part of the

Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of Eastport, Section I and any additions thereto in accordance with the terms of this Declaration.

Section 3. Declarant shall mean and refer to Eastport Development Group, Inc., its successors and assigns.

Section 4. "Architectural Control Committee" (ACC) shall mean the Declarant, its successors or assigns. It is understood and agreed that the duties of the ACC and all duties or rights of the Declarant may be transferred to an ACC compiled of not less than three (3) lot owners (unless subdivision contains less than three lots) appointed by Declarant once all lots within the subdivision are sold.

Section 5. "Development Period" shall mean the period ending December 31, 2019 or sooner if Declarant rights are transferred by Declarant to the ACC.

ARTICLE II

ARCHITECTURAL CONTROL

No building, fence, wall, exterior modification or other exterior construction or modification 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 specification showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and

to topography by the Architectural Control Committee. In the event the ACC fails to approve or disapprove such design and location within thirty (30) days after such plans and specification have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE III

USE RESTRICTIONS

Section 1. Land Use and Building Type. No lot shall be used except for single family residential purposes. No building shall be erected, placed, altered or permitted to remain on any Lot other than one single family not to exceed two and one-half (2.5) stories in height unless approved by Declarant. The minimum square footage for a dwelling shall be 1,000 heated square feet. Any building erected, placed or altered on any Lot shall be subject to the provisions of Article II of this Declaration of Covenants, Conditions and Restrictions relating to architectural control. No mobile homes shall be permitted on the property. No on-site storage units shall be permitted on the property unless preapproved by the ACC upon such terms and conditions as it, in its sole discretion may determine.

Section 2. 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.

Section 3. Temporary Structures. No structure of a temporary character, such as a tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 4. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept provided that said pet shall not be kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. Any pet owners shall be solely and absolutely liable for the acts of any pet kept on their Lot.

Section 5. Outside Antennas. No outside radio or television antennas in excess of 24 inches (24") in diameter shall be erected on any Lot or dwelling unit within the Properties unless and until permission for the same has been granted by the Architectural Control Committee. In any event, no antenna shall be visible from the street.

Section 6. 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 a three to four foot picket fence shall be deemed to meet the requirements of this restriction. Chain link fences are only permitted on the sides and rear of the property lines. All fences shall be constructed so that all support structures are located on the inside of the fence in order to block the view from other Lot Owners.

Section 7. Subdivision of Lots. No lot shall be subdivided by sale or otherwise, except to increase the size of an adjacent lot, in which event the remainder shall be sold or otherwise utilized as a part of the lot adjacent to it.

Section 8. Construction Material. Exterior cladding shall be of hardie plank, vinyl siding, brick or stone unless otherwise agreed to by the ACC. All exterior materials, roofing, and colors must be submitted and approved by the ACC prior to construction.

Section 9. Trash Disposal. Lot Owners shall keep trash containers at all times in each location as designated by the Architectural Control Committee, except on the days which trash, garbage, or other rubbish is collected by the local waste removal authorities. Any trash containers placed outside by the Lot Owners in the location designated for collection by the local waste removal authorities shall only remain in such location for a period not to exceed twenty-four (24) hours.

Section 10. Vehicles. Recreational Vehicles and Boat Storage. No parking of recreational vehicles shall be permitted on any Lot in excess of one (1) week during any calendar quarter except if the vehicle is parked. Only one (1) boat may be stored on any lot. No unregistered or inoperable vehicles shall be permitted to be stored on any lot. No automobile, other vehicle(s), motorcycle(s), or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage. No boats may be stored in the front yard. Recreational vehicles may be allowed to be stored on a lot, but occupation of the recreational vehicle is prohibited.

Section 11. Maintenance. Each Lot Owner shall keep all improvements located thereon in a reasonable state of repair. All yards shall be kept properly trimmed and free of debris.

Section 12. Signs. No sign, billboard, or other advertising of any kind, including without limitation, professionally prepared "for sale" and "for rent" signs shall be placed or erected on any Lot, right of way or Common Area save and except a professionally prepared "for sale" or "for rent" sign not to exceed six (6) square feet in size. Although approval by the Architectural Control Committee is not required prior to the display of such signs, the Architectural Control Committee may itself remove, have removed, or require the removal of any such sign which in its opinion would not otherwise be allowed under this declaration. A valid easement shall exist on any Lot for such removal by the Architectural Control Committee or its agents. Provided, however, nothing shall prohibit or limit in any manner "construction" signs designating the job site and builder which may be placed upon a Lot during the period of the construction of a residential dwelling on the Lot but must be immediately removed upon final completion of such construction. Notwithstanding the above, any additions to the Project Property in the Development area maybe further limited in regard to signs, billboards or advertising as set out in any Supplemental Declaration. Nothing herein shall prohibit any sign erected by the Declarant or its assigns.

Section 13. Exterior Lights. All light bulbs or other lights installed in any fixture located on the exterior of any building or other structure located on any Lot shall be clear or white light bulbs. No mercury vapor or similar wide area lighting similar to street lights shall be allowed without prior Architectural Control Committee approval.

Section 14. *Sight Distance at Intersections.* No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between two (2) and 6 (six) 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 twenty-five (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 on any lot within ten (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 distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 15. *Mailboxes.* All mailboxes shall retain the same style, design, color and location of the mailbox as originally provided at construction of any residence. The Architectural Control Committee reserves the right to approve the style, design, color and location prior to any original installation or replacement. Application shall be made to the Architectural Control Committee prior to installation or replacement. By accepting a deed to any subject property, owner gives the Architectural Control Committee the right to remove any non-approved mailbox in a reasonable manner. All costs for same shall be paid by owner, and all damages against the Architectural Control Committee are waived.

Section 16. *Swimming Pools.* Outdoor swimming pools, hot tubs, Jacuzzi's and other similar facilities may be located on a lot, and shall be screened and

fenced. All such improvements shall be subject to approval and compliance with the governmental laws and regulations.

Section 17. Clotheslines. Clotheslines shall be not more than six feet (6') in height from the ground and shall not be viewable from the street, or shall be surrounded by a privacy fence.

ARTICLE IV

BUILDING LOCATION

No building erected on any lot other than a corner lot shall face other than the street upon which the said lot faces. No building shall be located nearer the front, side yard, or side street lot lines than the minimum setback lines set but on the plat recorded in Map Book 58, Page 234, Onslow County Registry. Regardless of any other provisions hereof, there may be a tolerance or variation of no more than ten (10%) percent as to the front, side yard, and side street setback lines if approved by the ACC. Decks and accessory buildings may encroach upon the set back lines with the prior approval of the ACC.

ARTICLE V

STORM WATER MANAGEMENT PERMIT

Section 1. Limitations. The State of North Carolina has imposed limitations on the amount of impervious surfaces that may be created on any Lot to manage the run off of rain or storm water. The limitations and regulations are currently enforced by the North Carolina Department of Environmental Health and Natural Resources ("DEHNR"). The amount of impervious surface allocated to each Lot is set forth in **Schedule A** to this Declaration. Impervious surfaces are defined

from time to time by DEHNR, but generally include the utilization of any surface area that has a substantial impact on the ability of such surface to percolate rainwater, and includes areas under roof, driveways, walkways, and other hardened surfaces, including designated parking areas, but generally excluding wood decking. The ARC shall not approve any proposed improvements on any Lot that, when combined with other improvements, exceed the allowed impervious surface limitations. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

Section 2. Filling. In addition to all other restrictions contained within this Declaration, and in accordance with limitations imposed by the State of North Carolina as set out herein, filling in or piping of any vegetated conveyances (ditches, swells, etc.) associated with the development, with the exception of average driveways crossings, is strictly prohibited, unless approved by the Declarant and the State of North Carolina if applicable.

Section 3. Amendments. Declarant reserves the right to amend this Declaration, and any amendment or supplemental hereto, to keep the Property and any Phase in compliance with the Storm Water permit for the development. Therefore, notwithstanding any provision to the contrary in this Declaration, Declarant shall have the absolute right to, in its sole discretion, amend this Declaration to include any or part of its approval of a storm water plan for the Property, without the consent or signature of any lot owner. Any such amendments shall become operative and binding upon all Owners, and their

properties when set forth in an amendment or supplement to this Declaration and recorded in the office of the Register of Deeds of Onslow County, North Carolina.

ARTICLE VI

GENERAL PROVISION

Section 1. Annexation. During the Development Period, Declarant may, in its sole discretion, annex additional properties into this Declaration by filing the appropriate document with the Register of Deeds of Onslow County. The annexed property need not be located adjacent to Section I, but shall be Located in Onslow County, North Carolina.

Section 2. Enforcement. The Declarant and/or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 4. 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 (10') 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 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 the furnishing electric power, gas, telephone service, drainage or other utilities including water and sewer services.

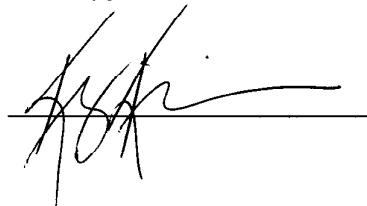
Section 5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty-five (35) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods often ten (10) years. This Declaration maybe amended by the Declarant in its sole discretion during the Development Period. Thereafter, this Declaration may only be amended during the first twenty (20) year period by an instrument sided by the Developer and not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. The Declarant is empowered to make such amendments as maybe necessary to comply with the laws and regulations of the State of North Carolina and the Veterans Administration requirement for loan guarantees within the properties or any other amendment as Declarant deems in its sole discretion reasonable and necessary

for the orderly development of Eastport. Any amendment must be recorded in the Onslow County Registry.

IN WITNESS WHEREOF; the Declarant hereto has set their hands and seals this 9 day of June, 2010.

WITNESS:

EASTPORT DEVELOPMENT
GROUP, INC.

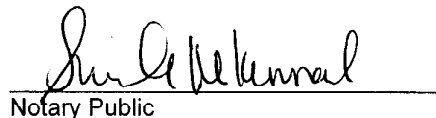


By:

Alan W. Bernstein, President

STATE OF Maryland, COUNTY OF Anne Arundel, to wit:

On this 9 day of June, 2010, before me, the undersigned officer, personally appeared Alan W. Bernstein, ~~President~~ of Eastport Dev. Inc., a corporation, and acknowledged that he/she/they, as such President, being so authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself/themselves as President.


Notary Public

My Commission Expires: Sarah M. Kennard, Notary Public
Anne Arundel County
State of Maryland
My Commission Expires Feb. 21, 2012

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SCHEDULE A

1. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SWB 0901 03 , as issued by the Division of Water Quality under NCAC 2H.1000. ..
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 may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.
5. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.
6. The maximum allowable built-upon area per lot is [SEE ATTACHED] 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 coquina, 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, where the Division of Coastal Management calculates a different maximum allowable built-upon area for that lot than is shown herein, the governing maximum built-upon area for that lot shall be the more restrictive of the two.
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.

Project: Eastport

Lot #	Lot Size (sq. ft.)	BUA (sq. ft.)
1	12589	3113
2	11584	3113
3	14575	3113
4	12866	3113
5	13085	3113
6	16848	3113
7	62515	3113
8	54731	3113
9	18876	3113
10	19720	3113
11	18449	3113
12	74032	7513
13	223986	8013
14	94108	3113
15	51774	3113
16	57185	3113
17	22522	3113
18	22512	3113
19	12054	3113
20	14495	3113
21	13646	3113
22	15458	3113
23	12748	3113
24	15127	3413
	TOTALS:	84312