

Notes



Doc ID: 009658850004 Type: CRP  
Recorded: 04/10/2012 at 02:55:42 PM  
Fee Amt: \$26.00 Page 1 of 4  
Onslow County, NC  
Rebecca L. Pollard Reg. of Deeds  
BK **3758** PG **11-14**

NORTH CAROLINA  
ONSLow COUNTY

**DECLARATION OF RESTRICTIVE COVENANTS  
FULLARD'S LANDING PHASE ONE**

**THIS DECLARATION**, made this 10<sup>th</sup> day of April, 2012 by INDUSTRIAL HOMES, INC., a North Carolina corporation, hereinafter referred to as "Declarant";

**WITNESSETH:**

**THAT WHEREAS**, Declarant is the owner of that certain real property lying and being in Stump Sound Township, Onslow County, North Carolina, and being more particularly described as follows:

Being all of those numbered lots, being 1, 2, and 9, shown on that plat entitled "Fullard's Landing Phase One," which plat is recorded in the Office of the Register of Deeds of Onslow County, North Carolina at Map Book 64, Page 11 (the "Plat"); and,

**WHEREAS**, Declarant desires to impose and subject said described property to certain standards and conditions to insure Declarant's and subsequent owners of said property that the same shall be used for the purposes hereinafter stated and to prevent use which might tend to diminish the value of said property and any part thereof:

**NOW, THEREFORE,** it is hereby declared that the real property hereinabove described is now and shall hereafter to be held, sold, transferred and conveyed subject to the following covenants:

1. **Land Use:** No lot shall be used except for residential purposes and no structure shall be allowed on any lot except one single-family dwelling and appurtenant garages and outbuildings. Any garage or outbuildings must be complementary to the main structure on the lot and constructed in compliance with all applicable building codes.

2. **Quality and Size:** No dwelling except for conventionally built homes or off-frame modular homes with permanent skirting shall be allowed on any lot, and shall be subject to the following conditions:

a. Front setbacks must be the greater of twenty-five (25) feet from the front property line or outside the edge of any utility easement whichever is further, unless there is an environmental impact to prevent such a location, and no part of a house, including steps, landings, stoops or decks may be constructed or placed within such setbacks.

b. All houses must be built on pilings, crawl space or raised concrete slab with a minimum of twelve (12) inches between highest adjacent natural grade and finished floor of the first floor.

c. All single story houses shall have at least twelve hundred (1200) square feet of heated/cooled space; houses of more than one story shall have at least fourteen hundred (1400) square feet of heated/cooled space. Provided, however, that Declarant, in its sole discretion, reserves the right to permit up to ten percent (10%) negative variance on all minimum square footage requirements.

d. Exterior surfaces must be wood, brick, hardiplank, hardishake, vinyl or materials of comparable quality and appearance.

e. Driveways and connections to the street and walkways from driveways to front porches must be concrete, brick or asphalt; provided that if a driveway is more than one hundred (100) feet long from the street pavement to the front plane of the house, the first fifty (50) feet from the street pavement shall be concrete, brick or asphalt, and the remainder of the driveway from that point to the house, if not concrete, brick or asphalt, shall be surfaced with rock or stone.

f. Any exterior buildings must be constructed of the same materials and color scheme as the house.

g. No permanent structures may encroach upon street rights of way; provided, however, that stands for rural delivery style mailboxes may be erected thereon, but materials for such mailbox stands shall be limited to metal, ceramic and/or vinyl, installed such that no bare wood is visible from the adjacent street.

3. **Livestock and Poultry:** No animals or livestock of any kind shall be raised, bred, or kept upon any lot except that dogs, cats, and other traditional household pets may be kept upon the premises either upon a leash or within a fenced area and not allowed to roam at large and provided further that they are not kept, bred, or maintained for any commercial purposes.

4. **Subdivision of Lots:** No lot shall be subdivided except that a lot may be divided for the purpose of increasing the size of the lots adjacent to it.

5. **Nuisances:** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No inoperable or abandoned vehicles, junk, or scrap building materials shall be allowed to remain on any lot.

6. **Temporary Buildings:** No recreation vehicle or travel trailer shall be maintained on any lot as a dwelling.

7. **Fences:** Fences may be constructed as follows: No part of any fence may be more than six (6) feet above grade. Fencing shall be of wooden or vinyl materials. Privacy fences shall be allowed from rear corners of homes to rear lot lines (back yards only); opaque fences shall not be permitted in any other locations. No chain-link fences shall be permitted.

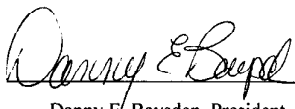
8. **Landscaping:** Each house shall be responsible for shrubs across the front prior to occupancy of the house. Each owner shall be responsible for keeping his or her lot mowed to street pavement and for maintaining his or her lot in a neat and orderly manner.

9. **Future Additions:** Declarant hereby represents that Declarant may engage in additional development of real property adjacent to or near the property described herein and hereby reserves the right to subject such future development to this Declaration and/or any amendment hereto.

10. **Enforcement:** Enforcement shall be any person holding an interest in said realty by appropriate legal and/or equitable proceedings against any persons, firms, or corporations violating or attempting to violate any covenant or portion of any covenant, either to restrain non-compliance, to enforce compliance, to recover damages, or a combination of enforcement and the recovery of damages.

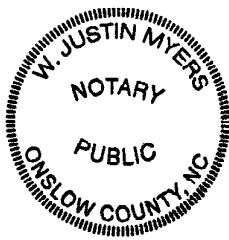
**IN WITNESS WHEREOF**, the said Declarant has executed this Declaration and sets its seal hereto as of the day and year first above written.

INDUSTRIAL HOMES, INC.

By:   
Danny E. Baysden, President

NORTH CAROLINA  
ONslow COUNTY

I, a Notary Public for the County and State aforesaid, do hereby certify that DANNY E. BAYSDEN, personally came before me this day and acknowledged that he is President of INDUSTRIAL HOMES, INC., a North Carolina corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and notarial stamp or seal, this the 10<sup>th</sup> day of April, 2012.



W. Justin Myers

Notary Public

My Commission Expires 6/15/16