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H. H. Henders

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Onslow County, NC
Mildred M Thomas Register of Deeds
BK 2501 PG 745-749

NORTH CAROLINA:

ONslow COUNTY:

DECLARATION OF RESTRICTIVE COVENANTS
KINGS HARBOR II

THIS DECLARATION, made this 12th day of Aug, 2005, by INDUSTRIAL HOMES, INC., a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSTH:

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 shown on that plat entitled, "Kings Harbor II", prepared by Parker & Associates, which plat is recorded in Map Book 49, Page 21, Slide L-879, in the Office of the Onslow County Register of Deeds, North Carolina.

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 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 state building codes.

2. QUALITY AND SIZE: No dwelling except 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. All garages on the main street must be side loaded or set back at least 10 feet from front wall of the main structure.
- b. Front set backs must be thirty (30) feet from front lot line or outside edge of utility easement whichever is further, unless there is an environmental impact to prevent such a location.
- c. All houses must be built on pilings, crawl space or raised concrete slab with a minimum of eighteen (18) inches between natural grade and finished floor of the first floor.
- d. No house should be under 1700 square feet of heated/cooled space for a single floor house and not less than 2000 square feet of heated/cooled space for a house with two or more floors.
- e. Exterior surfaces must be wood, brick, hardiplank, hardishake, vinyl or comparable materials.
- f. Driveway connections to the main street and walkways to the front porch from driveways must be concrete, brick or asphalt.
- g. Any exterior buildings must be constructed of the same materials and color scheme as the house.
- h. Home plans shall be approved by Architectural Review Committee before any clearing or construction begins.

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 purpose.

4. SUBDIVISION OF LOTS: No lot shall be subdivided except that a lot may be divided for the purpose of increasing the size of each of the lots on either side of said lot.

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 recreational vehicle or travel trailer shall be maintained on any lot as a dwelling, except that developer has the right to use an existing travel trailer as an office until 50% of lots have been sold and closed.

7. HOMEOWNERS' ASSOCIATION: All lot owners shall be required to be members of a homeowners' association to be formed and shall be bound by the rules and assessments adopted by the Association.

8. STREET MAINTENANCE: All streets shown on the recorded plat map of the subdivision and the easement from NCSR 1537 to the subdivision shall be maintained by the lot owners and the cost of such maintenance shall be paid by assessments of the Homeowners' Association.

9. FENCES: Fences shall be 4-foot picket style only. No "privacy fences" will be allowed, as they could disrupt water views from other lots.

10. LANDSCAPING: No hedges or vegetative "screens" over 4 feet in height will be allowed to disrupt water views from other lots. There shall be no removal of trees from any lot without prior written consent of the Declarant. All front yards from street to front corners of house are to be sodded. Each house shall have foundation shrubs across the front and down both sides. This must be completed before occupancy.

11. COMMON AREA: All lot owners shall have use of the walkway on Lot 37 as shown on the recorded plat. Repairs and maintenance of said walkway shall be the responsibility of the Homeowners' Association. Hours of walkway use shall be limited to 9:00 AM through 9:00 PM daily. In addition, all lot owners shall be entitled to use of the community recreation area and boat landing, together with access thereto, as shown on the plat of "Kings Harbor", recorded in Map Book 47, Page 25, Slide L-405, Onslow County Registry. Cost of maintenance of the recreation area and access shall be shared by the Homeowners' Association with the lot owners of the Kings Harbor Subdivision.

12. STORMWATER RUNOFF: The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW18050633, as issued by the Division of Water Quality under NCAC 2H.1000. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit. The covenants are to run with the land and be binding on all persons and parties claiming under them. 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. Alteration of the drainage as shown on the approved plan may not take place without the concurrences of the Division of Water Quality.

The maximum allowable built-upon area per lot is 5721 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. 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. Each lot will maintain a 30-foot wide vegetated buffer between all impervious areas and surface waters. All roof drains shall terminate at least 30 feet from the mean high water mark of surface waters.

13. ENFORCEMENT: Enforcement shall be any person holding an interest in said realty by appropriate legal proceeding 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 hereunto set its hand and seal as of the day and year first above written.

INDUSTRIAL HOMES, INC.

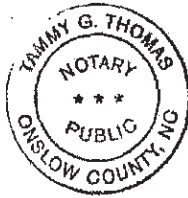
By:


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 the 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 12th day of August 2005.



Tammy G. Thomas
Notary Public
My Commission Expires: 12-17-09

NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Tammy G. Thomas

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Melinda M. Thomas Register of Deeds for Onslow County
Deputy/Assistant-Register of Deeds