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Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK **3665** PG **144-149**

DECLARATION OF RESTRICTIVE COVENANTS
FOR BOBBY PROVOST SUBDIVISION

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

Prepared by and return to: Gaylor Edwards & Vatcher, P.A. Attorneys
219 New Bridge Street
Jacksonville, NC 28540

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 14 day of October, 2011, by EDWARD R. "BOBBY" PROVOST, hereinafter called "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article I hereof and is desirous of subjecting said real property to the restrictive and protective covenants herein 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 of any owner thereof.

NOW, THEREFORE, Declarant hereby declares that the real property described and referred to in Article I hereof is and shall be held, pledged, transferred, sold and conveyed, subject to the restrictive and protective covenants provisions herein below set forth.

ARTICLE I
SUBJECT PROPERTY

The real property which is and shall be held, transferred, sold and conveyed subject to the covenants and agreements set forth in the articles of this declaration is located in Swansboro Township, County of Onslow, State of North Carolina, and is more particularly described as follows:

Being all the real property as shown on a plat entitled "Minor Subdivision For BOBBY PROVOST", prepared by Charles A. Rawls & Associates, P.A., and recorded in Map Book 62, Page 66, Slide N-100, in the Office of the Register of Deeds of Onslow County, North Carolina.

**ARTICLE II
PURPOSES**

The real property described in Article I hereof is subject to the covenants and restrictions declared herein to ensure the best use and most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of the property; to preserve so far as practicable the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to ensure the highest and best development of said property, to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on lots; prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures and, in general, to provide adequately for quality improvement of said property and thereby to enhance the value of investments made by purchasers of lots therein.

**ARTICLE III
RESIDENTIAL USE**

No Lot or Lots shall be put to any use other than for residential purposes, except the Declarant, its successor and assigns shall be entitled to use any lot which is owned by the Declarant for a street or roadway.

**ARTICLE IV
LAND USE AND BUILDING TYPE**

No building shall be constructed, placed or used on any lot except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any lot other than single-family dwellings not to exceed two and one-half stories in height, together with private garages which may contain living quarters for occupancy by domestic servants of the lot occupants only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in 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 by the Declarant, its agents or designees.

All dwellings shall be of new "stick-built" construction or modular home construction, with roof pitches of not less than 7 inches per 12 inches, unless otherwise approved in writing by the Declarant, its successors or assigns, in the Declarant's sole discretion.

**ARTICLE V
DWELLING QUALITY AND SIZE**

The heated floor area of the main structure of any dwelling, exclusive of one-story open porches and garages, shall be not less than 1,200 square feet.

ARTICLE VI
BUILDING LOCATION

No building shall be located on any corner lot nearer to the front line than 45 feet or side street line than 25 feet. No building shall be located with respect to the interior side lot lines so as to be nearer than 8 feet to either such line. No building shall be located on the property closer to the front lot line than 45 feet or rear lot line than 15 feet. Provided, however, no main dwelling on Lot 3, as shown on the recorded plat of the subdivision, shall be located closer to the real property line than 100 feet. For the purpose of this covenant only, eaves, steps and open porches 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 set back lines shall not be considered a violation of this covenant.

The front entrance of any dwelling constructed upon Lot 1 of the Subject Property shall face NCSR 1503.

ARTICLE VII
LAWN MAINTENANCE

The Owner of each lot shall be obligated to maintain the grounds and lawn of such lot in a clean and orderly manner, including mowing of the grassed areas.

ARTICLE VIII
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 material 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 the lots described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, water, sewer, gas, telephone service, drainage or other utilities.

The Declarant further reserves the right to subject the real property described herein to a contract with Jones-Onslow Electric Membership Corporation or other 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 Jones-Onslow Electric Membership Corporation or other electric utility company by the owner of each building located within the Subject Property, for the pro rata share of installation and maintenance expenses attributable to the development of any lot within the Subject Property.

**ARTICLE IX
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.

**ARTICLE X
LIVESTOCK AND POULTRY**

Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept upon 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 purpose. Any and all pets shall not be allowed on the Subject Property, 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 Subject Property.

**ARTICLE XI
ERECTION OF FENCES**

No fences in excess of six (6) feet in height shall be constructed between the rear of the primary dwelling and the back lot line. Any fence erected shall be of an ornamental nature. Brick and split-rail fences shall be deemed to meet the requirements of this restriction. Chain link fences are specifically prohibited. No fence shall be erected between the rear of the primary dwelling and the street right of way.

**ARTICLE XII
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 (1) square foot parallel to the building line, one sign of not more than four (4) 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.

**ARTICLE XIII
GARBAGE AND REFUSE DISPOSAL**

No lot shall not 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 materials shall be kept in a clean and sanitary condition.

**ARTICLE XIV
SIGHT DISTANCE AT INTERSECTIONS**

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any lot 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 case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply upon any lot within ten (10) feet from the intersection of any existing, or future, street right of way line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such sight distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**ARTICLE XV
TEMPORARY STRUCTURES**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No mobile home, tractor-trailer, camper or like vehicle shall be parked on any lot at any time for any purpose, nor shall any such 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. No junk or abandoned vehicle, nor any other vehicle which is not in serviceable condition for a period greater than ten (10) days, shall be allowed to be parked upon or remain on the real property described in Article I for any purpose.

**ARTICLE XVI
DRAINAGE**

All driveways shall have drainage tile in the street ditches installed and sized in accordance with the North Carolina State Highway Commission recommendations. The Owners shall be required to maintain said ditches free of debris.

**ARTICLE XVIII
STORMWATER MANAGEMENT RESTRICTIONS**

The Declarant reserves the right, without the consent or joinder of any owner of a lot, to subject all lots constituting any portion of the Subject Property to restrictions as may be required by the North Carolina Department of Environment and Natural Resources, Water Quality Division, pursuant to laws of the State of North Carolina.

**ARTICLE XIX
COMPLIANCE WITH DEPARTMENT OF TRANSPORTATION TRAFFIC MAINTENANCE STANDARDS**

Driveway headwalls, fences, mailboxes, newspaper delivery boxes or other roadside obstructions, constructed 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.

ARTICLE XX
TERM

These covenants are to run with the above described property 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 (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part. If the Declarant, its successor or assign, owns a majority of the lots, the Declarant may modify these covenants without the joinder of any other lot owner. Provided, however, no modification of the provisions set forth in Article XVIII may be made without the consent and joinder of the State of North Carolina.

ARTICLE XXI
ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violations or to recover damages.

ARTICLE XXII
SEVERABILITY

Invalidation of any one or more of these covenants by judgement or order of any court shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the Declarant has hereto set his hand and seal, this the day and year first above written.

Edward R. Provost (Seal)
EDWARD R. PROVOST

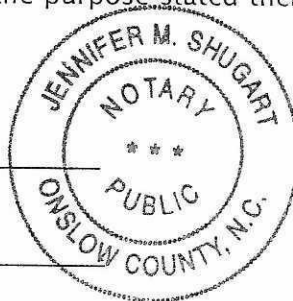
STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Edward R. Provost

Date: October 14, 2011

Jennifer M. Shugart
(Official Signature of Notary)

Jennifer M. Shugart
(Notary's printed or typed name)



(Official Stamp or Seal)

My commission expires: 10/24/2011