

State of North Carolina

County of Beaufort

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this _____ day of _____, 2025, by Charles F. Cherry and Cynthia R. Cherry, hereinafter referred to as "Declarant";

WITNESSETH

Whereas, Declarant is the owner and developer of certain property and lots lying and being situate on Adams Gut #9 and Bath Creeks in Bath Township, Beaufort County, North Carolina and being all of Lots #1 through #9 of OLDE TOWN ACRES Subdivision which is more particularly identified on that certain Map of Survey ("Survey") entitled "Subdivision of OLDE TOWN ACRES" recorded at Plat Cabinet ____, Page ____ of the Beaufort County Registry (hereinafter the "property"), which is incorporated herein for a more complete and accurate description.

Whereas, Developer, prior to selling and conveying the aforesaid lots, desires to impose upon such lots certain mutual and beneficial restrictions, covenants, conditions and charges (hereinafter collectively referred to as "Declaration" or "Covenants" or "Restrictions") for the benefit of all of the lots in the subdivision in order to promote the best interest and protect the investments of the developer and Lot Owners;


NOW, THEREFORE, Declarant hereby declares that all of the property as described by the Incorporated Survey, being Lots #1 thru #9 of OLDE TOWN ACRES, shall be held, sold and conveyed subject to the following covenants, restrictions

covenants and conditions, which are for the purpose of protecting the value and desirability for the property, and which shall run with the property and shall be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each such party, to wit:

1. No noxious or offensive trade nor activity shall be carried on upon the property, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood and no condition shall be permitted or allowed to exist on own the property which may become an annoyance or nuisance to the property owners.
2. No structure of a temporary nature, including but not limited to a trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporary or permanently.
3. With the two exceptions set forth herein the property described herein shall not be used for any commercial, business or industrial undertaking or enterprise. This property shall be used for single family residential purposes only. The two exceptions to this provision are as follows:
 - (1) Any occupant of a residence constructed on the property may use an interior room within the residence as an office provided that the office is a private office that is not open for the reception of customers or clients; and
 - (2) This restriction shall not prevent any support activities in conjunction with the residential project, such as management offices, maintenance areas, recreation areas, central meeting room areas and other such functions normally associated with a residential project.
4. Should any lot owner or any of their guests, family members, heirs, successors or assigns violate or attempt to violate any of the covenants herein, the OLD TOWN ACRES HOMEOWNERS ASSOCIATION, INC. may suspend the use of the Common Area and boat ramp for such violator and assess any fees, penalties, etc. as may be allowed by these Restrictions and by North Carolina law.
5. Nothing herein contained shall be construed as imposing

any covenants or restrictions on any property of the declarant not within the Olde Town Acres subdivision.

6. Each lot shall be conveyed subject to drainage easements, utility easements setbacks, street right of ways, wetland and flood zone delineations, and all other matters depicted on the incorporated Survey.
7. 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 and shall be promptly and properly disposed of at an appropriate waste facility.
8. Each lot owner shall be a member of the OLD TOWN ACRES HOMEOWNERS ASSOCIATION, INC. (the "Association") and shall remain a member until he ceases to be a lot owner. The interest of a member in the association or its assets cannot be transferred or encumbered except as an appurtenance of his lot. Each lot within the subdivision shall be entitled to two votes cast by its owners.
9. Within 30 days after the sale of the fourth lot within the subdivision by the Declarant, the Declarant shall convey to OLD TOWN ACRES HOMEOWNERS ASSOCIATION, INC. all the common area as shown on the incorporated Survey to hold for the use and enjoyment of each member of the association.
10. OLD TOWN ACRES HOMEOWNERS ASSOCIATION, INC. shall have the authority to levy assessments for liability insurance, local taxes, maintenance of roads and other common facilities and such other matters as it deems appropriate. The association shall specifically provide for improvement, grass and structure maintenance for all of the common areas. Any sum assessed upon a lot that remains unpaid for more than 60 days shall constitute a lien upon the delinquent lot or lots. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred along with penalties and interest as may be permitted by the Bylaws for the Association. Enforcement of said lien shall be as allowed by North Carolina law. In addition to the lien



provided for collections of unpaid assessments, the owner of a lot who has failed to pay such assessment(s) may be held personally liable for each payment. Assessments shall be prorated among the lots with each lot being assessed an equal share of the common expenses.

11. The covenants and restrictions contained in this declaration shall run with and bind the property and lots upon the same for a term of twenty (20) years from the date this Declaration is recorded, after which time, they shall be automatically extended for successful periods of one (1) year. This Declaration may be amended in full or in part by an instrument signed by not less than sixty percent (60%) of the votes allotted for the lots; provided that no amendment shall alter any obligation to pay assessments to benefit the common area, as herein provided, affect any lien for the payment of same or alter any rights reserved by the Declarant, if any.
12. Owners are permitted to have no more than four cats, four dogs, four chickens and 2 horses upon a lot. Except as otherwise provided herein, livestock and any other animals shall be prohibited upon any lot within the subdivision.
13. Violation of the Town of Bath noise ordinance must be avoided at all times upon any part of the property.
14. Any and all renters, guests, family members, contractors, invitees and/or permittees, as well as owners, are required to abide by these Restrictions.
15. No signs or billboards shall be erected or maintained on any lot except for an appropriate "For Sale" sign in compliance with the Town of Bath sign ordinance, and no trade materials or inventories may be stored upon any lot.
16. The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions of this Declaration, and the remaining provisions of this Declaration shall remain in full force and effect.

17. All lot owners are hereby granted non-exclusive easements for the purpose of ingress, egress and parking over those appropriate portions of the common area for the lot owners and their invitees. OLD TOWN ACRES HOMEOWNERS ASSOCIATION, INC. shall have an easement over common areas for the purpose of carrying out any of its rights or duties hereunder.

18. "Period of Declarant Control" means the period commencing on the date hereof and continuing until the earlier of (i) 30 days after the sale of the fourth lot by the Declarant to a lot owner other than the Declarant; (ii) two (2) years after Declarant has ceased to offer lots for sale in ordinary course of business; or (iii) the date upon which Declarant voluntarily surrenders control of the development.

Declarant reserves the following special declarant rights for the entire Property which shall be exercisable during the period of Declarant control.

- (a) To complete any and all improvements indicated on the incorporated Survey
- (b) To alter the size of any lot combined or merge two or more lots and subdivide any lot;
- (c) To appoint and remove any executed board members during the period of Declarant control; provided, however that not later than 60 days after conveyance of four of the lots to owners other than Declarant not less than 33% of the members of the executive board shall be elected by owners other than the Declarant.

Subject to the initial period of Declarant control is set forth in the Declaration, nomination for election of the executive board shall be made from the floor at the annual meeting.

Election shall be by written ballot and by a majority of the lot owners within a quorum is present. For this context a quorum shall consist of members present, in person or by proxy, entitled to cast at least 50% of the total votes in the association at a duly and properly called meeting of the owners. Cumulative voting is not permitted. At the 1st annual meeting followed by the termination of Declarant control, board members shall be elected as set forth in the Bylaws.

19. No mobile homes, trailers or manufactured homes (whether single or double wide) may be installed or

maintained on the property or used as a residence, whether temporary or permanent. All construction on any lot must conform to all Beaufort County building regulations and requirements.

20. After lots were sold by the Declarant, no lot shall be split or subdivided into smaller parcels without approval of the Declarant during the Declarant Control Period or the Association thereafter.

21. A lot may be improved only by construction of one single family residential dwelling with either attached or detached garages provided the detached garages are of the same construction style and material of the dwelling. Lot owners are required to engage Declarant to construct their residences unless otherwise permitted by Declarant to hire a different contractor. Such residential dwelling shall have an enclosed living space of at least 1,600 square feet not including cellars, decks, enclosed porches or garages.

Exteriors of such construction shall be of wood and/or masonry, excluding concrete block type, and may be covered by exterior siding. In conjunction with the construction of a residential dwelling or thereafter the property may be further improved by the construction of outbuildings which shall be of the same construction style and matter as the dwelling. No outbuildings may not be used as a dwelling. Exterior construction of any structure shall be completed within 12 months of commencement of construction of said structure.

22. A lot owner shall not advertise in newspaper, by placement of a sign or any other method an unimproved lot or being for sale unless and until the Declarant has sold all of the lots depicted on the incorporated Map of Survey.

For the purpose of this provision a lot shall be considered improved only upon the completion of a single family residence ready for occupancy.

23. Use of the property shall be in conformity with our local state federal laws regulations and rules regarding construction, usage, setback improvements, or environmental protection.

- 24. Notwithstanding anything within this instrument, it is understood that the Declarant may improve the "Common Area" by constructing thereon or appurtenant thereto a boat slip, boat ramp, marina and/or associated improvements.

- 25. The Declarant expressly reserves the right to subject other property to these Covenants in such case subsequent owners, heirs, successors and assign shall hold their property interests subject to these Covenants.

- 26. Any lot owner who improves his or her lot by the construction of a dwelling thereon, or any lot owner who purchases an improved lot, shall hook up to and become a customer of the Beaufort County Public Water Supply System at the lot owner's expense, if and when the county provides such service to OLD TOWN ACRES HOMEOWNERS ASSOCIATION, INC. Electricity and electrical components provided by the City of Washington to lots shall be underground. This shall be an affirmative obligation upon each lot owner, which shall be undertaken at the lot owner's sole expense.

Charles F. Cherry

Cynthia R. Cherry

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

I, _____, a Notary Public of the County and State aforesaid, certify that Charles F. Cherry and Cynthia R. Cherry, who are personally known by me or have produced satisfactory evidence of identity, appeared before me this day and acknowledged the voluntary execution of the foregoing instrument.

Witness my hand and official stamp or seal, this _____ day of _____, 2025.