

Karen S. Hardesty

Carteret County, NC

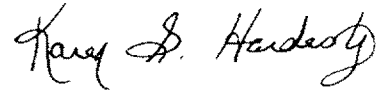
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DECL # Pages: 6

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Submitted electronically by "White & Allen MHC" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Carteret County Register of Deeds.

*Prepared by White & Allen, P.A.*

STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS

This DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS is made and entered into this 6<sup>th</sup> day of May, 2024 by **PGH INVESTMENTS, LLC**, whose mailing address is 121 Walnut Circle, Pine Knoll Shores, NC 28512, hereinafter collectively called "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of a certain tracts or parcel of land located in Morehead City, Carteret County, North Carolina, containing Lots 8-15 Block 166, Town of Morehead City, as shown on that plat recorded in Map Book 1, Page 139, Carteret County Registry, (hereinafter "Lots 8-16 and also referred to as "the "Plat"), which survey and/or plat is incorporated herewith by reference as if fully set forth;

WHEREAS, Declarant has caused to be prepared a plan of development of the Subdivision wherein said property referred to hereinabove would be subjected to a Declaration of Covenants, Restrictions and Easements, and that these Covenants, Restrictions and Easements shall apply evenly and equally to all Lots identified herein; and

WHEREAS, it is the stated intent of these Covenants, Restrictions, and Easements to promote the following, to-wit:

A. In order to ensure the best and highest possible land use and the most appropriate development and improvements within Lots 8-15; and

B. To protect the Owners of the Lots 8-15 against any improper use that might impair or depreciate the value of their property and/or other Lots or property within the Subdivision; and to guard against poorly designed or proportioned structures and to ensure against structures being constructed of unsuitable or inferior building materials; and

C. To preserve within the plan or scheme of development, insofar as is practical or feasible, the natural beauty and aesthetic value of the Subdivision; and to promote and ensure that harmonious color schemes exist; and further, in order to expressly forbid any radical, extremely unusual or "garish" color schemes from existing within said Subdivision; and

D. To encourage and secure construction or erection of attractive homes within said Subdivision, with uniform and appropriate positioning of all homes on Lots, and to ensure that proper minimum side and front set-backs are maintained; and

E. In general, to provide a Subdivision or development for the Owners, wherein they remain assured that their interests will be protected, their investment protected, and that each individual property Owner shall be treated equally and fairly.

NOW, THEREFORE, for the mutual benefit of all Owners and purchasers of Lots 8-15 the Declarant hereby declares that all the Lots shown and designated for development, as hereinafter set forth, shall be held, transferred, owned, sold and conveyed subject to the following Restrictive Covenants and Conditions;

1. DEFINITIONS:

(a) "Declarant" shall mean **PGH INVESTMENTS, LLC** and, Declarant may assign any rights it may have under these covenants by recording a deed to all remaining lots it may own to a third party and in such deed, it shall also specifically assign the right of the initial Declarant.

(b) "Lot" shall mean and refer to any numbered plot of land shown on any recorded Subdivision map of any portion of the properties, which numbered Lot is intended to be conveyed for the purpose of allowing construction there of a single-family home.

(c) "Owner" shall mean and refer to any person, corporation, partnership, association, trust or other legal entity, and any combination thereof who, or which, owns a Lot, including the Declarant, but excluding those having such interest merely as security for performance of an obligation.

(d) "Subdivision" shall mean and refer to all properties encompassed within Lots 8-15. Block 166, Town of Morehead City, as shown on that plat recorded in Map Book 1, Page 139, Carteret County Registry.

2. RESTRICTIONS AS TO USE. All Lots within the Subdivision are subject to the following:

(a) *Residential Use and Building Guidelines*. All lots shall be used, improved and devoted exclusively for single family residential use. Nothing contained herein, however, shall be deemed to prevent an Owner from leasing a residence to a single family for residential use so long as such lease is made in accordance with the Town of Morehead City zoning regulations and restrictions.

A single story residence to be built on the lots subject to this Declaration shall contain a minimum of 1,300 continuous heated square feet; any residence of more than one story shall contain a minimum of 1,600 continuous heated square feet. All new residences are required to install a minimum of two (2) natural gas appliances and connect to natural gas or such owner of the lot will be subject to an impact fee, which fee is currently in the amount of \$3,500.00.

Any residence should be designed for each Lot to maximize the natural features of the Lot. Traditional architectural styles are preferred as the basis or foundation of the design, and examples of preferred traditional design are Southern, Low Country, and Carolina Coastal. However, contemporary interpretations of traditional designs are acceptable so long as property values are not adversely affected. The designs employed shall be compatible with traditional architectural styling in terms of make, shape, profile, scale, and proportion.

(b) *Prohibited Structures.* No structure shall be erected, placed or permitted to remain on any Lot of a temporary nature, nor any mobile home, modular home, tent, shack, animal kennel, barn, temporary storage building, or other outbuilding shall be erected or placed on any Lot covered by these covenants. This paragraph shall not preclude permanent garage and/or storage facilities consistent with the restrictions contained herein and permitted by the Town of Morehead City. Any such detached structure shall be aesthetically consistent in style and appearance to the main residence located upon the property. This paragraph shall also not preclude temporary storage facilities for the sole purpose of protecting materials during construction of a dwelling on a Lot not to exceed one (1) year; provided, however, that said temporary storage facility shall be removed from the Lot upon completion of construction.

(c) *Nuisances.* No noxious, illegal, or offensive activities shall be carried on or perpetrated upon any Lot, nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the Owners.

(d) *Animals.* No animals, livestock, nor 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 they are not 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 by a person of sufficient age to supervise the conduct of said pet.

(e) *Garbage and Trash Receptacles.* No Lot shall be used as a dumping ground for rubbish, trash or garbage. All garbage cans and trash receptacles shall be common in design. All receptacles shall be kept in an enclosed area of the residence, garage and/or storage area or stored neatly adjacent to the home except on such day of the week as the garbage is collected. The collection of garbage shall be the function of each individual Lot Owner.

(f) *Signs.* No sign, billboard, or other advertising of any kind shall be erected or maintained on any Lot, right of way or Common Property except for directional signs, street identification signs, and other like signs approved and erected by the Developer. It is permissible for an Owner or its agent to erect on any Lot a single "For Sale" "For Rent" (so long as advertised rental term is more than 30 days) and/or "Construction" sign designating the job site and builder, but such sign must be immediately removed upon the sale or rental of the residence and/or final

completion of such construction. Final completion shall be deemed the issuance of a certificate of occupancy.

(g) *Fences.* Fences may only be placed in the rear yard of the residence and shall not exceed four (4) feet in height, except along rear property lines of lots 9-15 Block 166, which can have up to a 6' fence along the rear line. Fences must be constructed out of vinyl, metal pickets, or wood. Chain link fencing shall not be allowed.

(h) *Driveways.* All driveways constructed on any Lot shall be either concrete, asphalt and/or brick pavers, and, to the extent said driveway covers any drainage ditch or easement, the size and composition of the drainage tile under said driveway shall be consistent with the drainage so as not to restrict the flow of water.

(i) *Vehicles.* No stripped, partially wrecked, junked, inoperative, commercial vehicles larger than 1.5-ton capacity or unlicensed vehicle, nor any part thereof, shall be permitted to be parked or kept on any street or Lot. No Owner shall cause any vehicle repairs, other than minor repairs which may be accomplished in a single day, to be performed on any portion of the property subject to this Declaration, including any property made subject to this Declaration.

(j) *Clotheslines.* No drying of laundry or clotheslines for any purpose shall be permitted on any Owner's Lot.

(k) *Boats and Campers and RVs.* All boats, jet skis, campers, trailers, recreational vehicles, or other similar personal property will be allowed to be stored in the backyard, on the side yard, in an enclosed garage, and/or a designated storage area.

(l) *Maintenance of Lots.* All Lots shall be appropriately groomed and maintained. Customary lawn mowing and tree and shrub maintenance is required. All gardens on the lots shall be placed on the side or rear yard area and not in the front yard of the lots.

(m) *Build upon Area.* 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, including, 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 shall not exceed the maximum impervious surface coverage as the same is defined by any governmental regulatory agency having jurisdiction over Lots 8-15.

(n) *Ditches.* Filling in, piping or altering any ditches, swales, drainage easements etc. associated with the development except for average driveway crossings, is prohibited by any persons.

### 3. EASEMENTS AND ASSESSMENTS FOR STREET LIGHTING, UTILITIES.

The Declarant reserves the right to grant easements for purposes of installing and maintaining utilities to any or all of the Lots, including but not limited to, electricity, telephone, water, sewer and television. These easements may be either above ground or underground and may be assigned without limit to any proper utility company.

4. GENERAL PROVISIONS. This Declaration is subject to the following:

(a) *Enforcement.* The Declarant or any Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservation, 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.

(b) *Severability.* Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

(c) *Duration.* The covenants, restrictions and easements set forth herein shall run with and bind any property made subject hereto for a term of twenty (20) years from the date of this Declaration, after which time this Declaration shall be automatically extended for successive ten (10) year periods unless either terminated or modified by a vote of at least seventy-five (75%) percent of the then record Owners of all Lots subject to this Declaration or unless an amendment is made in accordance with subsection (d) below.

(d) *Amendment.* This Declaration may be amended at any time by the affirmative vote of at least seventy-five (75%) percent of the Lot owners of Lots 8-15, and such owners that approve the amendment must execute a written document setting out the terms of the amendment in recordable form. No amendment, however, shall affect the rights of Declarant without its consent upon such amendment. Such amendment shall be executed in the name of each lot owner and recorded in the office of the Register of Deeds of Carteret County. No such amendment shall be effective until duly recorded as aforesaid.

Notwithstanding the above provisions and in addition to any other rights held by the Declarant, Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulations, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots or Units; (iii) required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to make or purchase Mortgage loans on the Lots or Units; (iv) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure Mortgage loans on the Lots or Units; or (v) otherwise necessary to satisfy the requirements of any governmental agency for approval of this Declaration: or (vi) to correct typographical errors.

(e) *Captions.* The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this instrument.

(f) *Construction.* Whenever the context so required, the use herein of any gender shall be deemed to include all genders, and the use herein of the singular shall include the plural and the plural shall include the singular.

IN TESTIMONY WHEREOF, the above Declarant, have caused this instrument to be executed and delivered on the date first above written.

PGH INVESTMENTS, LLC

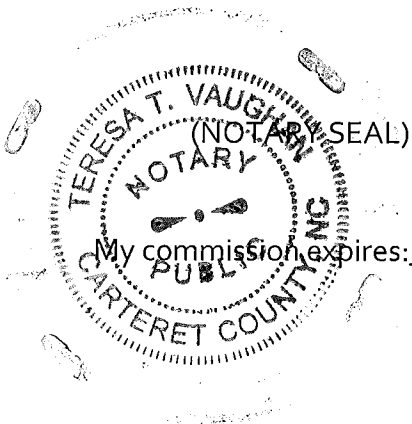
Gina I. Harris (SEAL)  
Manager

STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

I, Teresa T. Vaughan a Notary Public of the County and State aforesaid, certify that Gina I. Harris, Manager of PGH INVESTMENTS, LLC personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 6<sup>th</sup> day of May, 2024.

Teresa T. Vaughan  
Notary Public Signature



My commission expires: 1/29/2025