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Onslow County, NC
Rebecca L. Pollard Reg. of Deeds

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Prepared by Donald G. Walton, Jr.

NORTH CAROLINA

RESTRICTIVE COVENANTS
FOR ARAGONA VILLAGE SECTION VIII

ONslow COUNTY

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 19th day of January, 2011, by Piney Green Construction Company, Inc., organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called "Declarant,"

WITNESSETH:

THAT, WHEREAS, the Declarant is the owner of the real property described in Paragraph 1 of this Declaration and is desirous of subjecting said property to the protective covenants hereinafter 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 and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property in and referred to in Paragraph 1 hereof is and shall be held, transferred, sold and conveyed subject to, the protective covenants set forth below:

1. DESCRIPTION OF REAL PROPERTY: The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the articles of this Declaration is located in the County of Onslow, State of North Carolina, and is more particularly described as follows:

Being all of Lots 63 through 72 and Lots 102 through 123 on that certain plat entitled "Final Plat, Aragona Village Section VIII-A" dated 06/12/2008 prepared by Parker & Associates, Inc. for Piney Green Construction Company, Inc., and recorded in Map Book 56, Page 31, Slide M-625, Onslow County Registry.

2. USES: No lot, lots, or portions thereof shall be put to any use other than for residential purposes, except that any lot may be used by the Declarant for a street or roadway.

3. LAND USE AND BUILDING TYPE: No building shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any, such lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings, as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with general architectural design and construction

provided that the same are constructed in line with general architectural design and construction standards used in the dwelling itself. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for the sales purposes.

4. **STREET LIGHTING AGREEMENT:** The developer reserves the right to subject the real property in this subdivision to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

5. **ANIMALS:** No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that of household pets may be kept provided that said pets shall not be kept for breeding or commercial purposes. Any such household pets shall not be allowed off the Lot of the Owner of said pet unless said pet is attended to on a leash. Any pet which is not kept inside a home shall be provided a fenced in area or cage in the rear yard of a lot. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot. In addition, the Association shall specifically have the power and responsibility to designate, based upon temperament size and/or nature of tendencies, from time to time a list of breeds of animals which shall be prohibited on any lot. Pets must be carried in arms or on a leash when taken in and out of the building. The owner is responsible to pick-up, remove all solids wastes of their pests and to dispose of the solid wasted in an Association approved container and in such matter as directed by the Association.

6. **DWELLING QUALITY AND SIZE:** Each Dwelling on the aforementioned Lots shown on the referenced plat, shall have the minimum of 1250 square footage of enclosed, heated dwelling area. The term "enclosed heated dwelling area" shall mean the total enclosed area within a dwelling which is heated by a common heating system; provided however that such term does not include garages, terraces, decks, open porches and like areas. The Declarant, as defined above, shall be entitled to amend this Declaration to establish a different square footage minimums for any Additional Property annexed to the Planned Community for the types of homes that could be included in these future phases.

Additionally, each Dwelling shall be constructed so as to have 25% of the front facing of the home to be stone, vinyl board and batten, vinyl shakes, or brick. Additionally, Dwellings shall be constructed to have 25 year dimensional shingles of roof. All Dwellings are to be constructed with a minimum two car garage with carriage style garage doors or glass in garage doors.

7. **BUILDING LOCATION:** No building shall be located on any corner lot nearer to the front line or any side street line than as shown on the recorded plat. No building shall be located with respect to interior side lot lines so as to be nearer than as shown the recorded plat. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat. No dwelling shall be located nearer than 10 feet to the rear lot line, and no garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps, open porches, and carports shall not be considered as a 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.

8. **LOT AREA AND WIDTH:** No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the front minimum set back line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred to; if any such lots as shown do not meet these requirements.

9. **SUBDIVISION:** No lot shall be subdivided if the result of each subdivision is separate ownership of less than a whole lot; provided, however, that the Declarant, its successors or assigns, reserves the right to make minor beneficiary line adjustments between lots so long as said

adjustment does not exceed 10% of the total lot.

10. NUISANCES: No noxious or offensive activity shall be carried on or upon any lot nor shall anything be done thereon which may be nor may become an annoyance or nuisance to the neighborhood.

11. EASEMENTS: Easements for the 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 materials 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 a drainage channel 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 grantor reserves for itself, its successors or 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 each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage or other utilities including water and sewer services.

12. ACCESS TO BOAT RAMP: Each owner of any lot in Section VIII or Section IX shall be entitled to utilize the Boat Ramp and Park Area to be located between Proposed Lot 168 and Lot 169 of proposed Section IX, Creekside at Aragona Village, Onslow County, North Carolina; and, the property shall be subject to the joint and mutual rights of any such property owners to utilize the Boat Ramp together with all access easements associated with such use.

13. WEEDS, ETC.: Declarant, its successors and assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easements, but shall be under no obligation to do so.

14. ERECTION OF FENCES: No fences over six (6) feet in height shall be constructed on any lot. No fence shall be constructed past front line of lot line. No fence shall be erected between the front of any building and the street right of way unless such fence shall be of an ornamental nature. Brick and split-rail fences shall be deemed to meet the requirements of this restriction.

15. 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 square foot parallel to the building line, one sign of not more than three 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.

16. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

17. GARBAGE AND REFUSE DISPOSAL: 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The Declarant reserves the right for itself, its successors and assigns, to contract for garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same, so long as public garbage services are not available.

18. SIGHT DISTANCES AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any 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 the case of a rounded property corner, from the intersection of the street property lines extended. The same

sight line limitations shall apply on any lot within 10 feet from the Intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

19. TEMPORARY/MODULAR 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 trailer, mobile home, camper or like vehicle shall be allowed on the property at any time, or any other structure which is finished or partially finished at a manufacturing unit or plant and transported for quick assembly or which is designed to be disassembled and relocated shall be allowed. It is specifically the intention of the purpose of this covenant to prohibit the location of mobile homes, trailers, modular houses, relocatable houses, or similar type structures on the property.

20. DRAINAGE: All driveways shall have drainage tile in the street ditches installed and sized in accordance with the NC State Highway Commission recommendation.

21. MAILBOXES: All mailboxes shall retain the same style, design, color and location of the mailbox as originally provided at construction of any residence. The Declarant reserves the right to approve the style, design, color and location prior to any original installation or replacement. Application shall be made to Declarant prior to installation or replacement. By accepting a deed to any subject property, owner give the Declarant the right to remove any non-approved mailbox in a reasonable manner; all costs for same shall be paid by owner, and all damages against Declarant are waived.

22. SIDEWALKS/LANDSCAPING: Prior to the completion of construction of the residence on any lot, the lot owner must also have constructed a sidewalk running parallel to the front of the property, extending from one side line of the lot to the other side line. Sidewalks should be constructed in a manner aesthetically conforming with other sidewalks in Aragona Village.

By acceptance of a deed, buyers accept full responsibility for erosion control on their lots as purchased, and will landscape lots to be in conformity with approved erosion control and stormwater permits. Additionally, the use of sod is required in the front of all lots.

23. ARCHITECTURAL CONTROL COMMITTEE: Until such time as the sale of the last numbered lot in the subject property is evidence by the recordation of a deed therefore; all rights, privileges, powers and authority granted herein to the initial ARCHITECTURAL CONTROL COMMITTEE, to whom the specific power to act hereunder is expressly conveyed, shall be exercised by the Declarant or Martin Aragona, Jr, its/his successors or assigns.

In the event of the dissolution of Declarant or the failure of the Declarant to specifically assign the rights, privileges, and powers and authority hereunder prior to the sale of the last numbered lot in the subdivision known as the subject property on the second Monday in January of each calendar year, after notice to each of them by registered mail, as the owners of each lot may elect, at a regular meeting where a quorum is present, by a majority vote of those present and constituting a quorum, an Architectural Control Committee, which is committee shall serve until the next anniversary date of these restrictions. A quorum for any regular or special meeting of individual lot owners shall be the owners of at least fifty percent of the lots in the subdivision known as the subject property. At anytime thereafter he said individual owners of record in a special meeting called by any six of them, after notice by registered mail to all of the other said lot owners of record, may elect a new Architectural Control Committee, fill any vacancies on the Architectural Control Committee or remove the members of the existing Architectural Control Committee.

24. STORM WATER RUNOFF: The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8050523, 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. These 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 concurrence of the Division of Water Quality.

The maximum built-upon area per lot is no more than 2541 square feet. This allotted amount includes any built-upon area constructed within the 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 an average driveway crossings, is strictly prohibited by any persons. Each lot will maintain a thirty (30) foot wide vegetated buffer between all impervious areas and surface waters. All roof drains shall terminate at least thirty (3) feet from the mean high water mark of surface waters.

Filling in, pipin or altering any designated 5:1 curb outlet swale associated with the development is prohibited by any persons. This project proposes a curb outlet system. Each designated curb outlet swale shown on the approved plan must be maintained at a minimum of 100 feet long with 5:1 (H:V) side slopes or flatter, have a longitudinal slope no steeper than five (5) percent, carry the flow from a ten (10) year storm in a non-erosive manner, and maintain an dense vegetative cover.

Nothing in these covenants shall prohibit Declarant from exceeding density limits through permits properly obtained through State Stormwater Rules, which may include engineered systems. Any of the provisions of this instrument may be amended, modified or terminated to comply with stormwater rules now or hereafter adopted by the State of North Carolina by an instrument in writing executed by Declarant, its successors or assigns.

25. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time covenants shall be automatically extended for successive periods of ten years.

26. **ENFORCEMENT OF RESTRICTIONS:** In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the undersigned, its successors and assigns and the owners of the numbered lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservations, or restrictions, or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to subsequent hereto and shall not bar or affect its enforcement.

Remedies extended to the State of North Carolina: to ensure that this subdivision is maintained consistent with the laws of the State of North Carolina, the State of North Carolina is specifically empowered to take such acts necessary by and through its officers to enforce any of these covenants against an owner or the Association. The State of North Carolina is specifically made a beneficiary of these covenants.

27. **MODIFICATION OF RESTRICTIVE COVENANTS:** These restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof during the first twenty (20) year period by written document executed by the Declarant or its successors in title and by the owner of not less than ninety percent (90%) of the subdivided lots or parts of said subdivision to which these restrictions apply and recorded in the office of the Register of Deeds of Onslow County, North Carolina. If the Declarant owns ninety (90%) percent or more, of the subdivided lots, the Declarant may alter or amend these

covenants without consent of anyone. After the expiration of the initial twenty (20) year period, these restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to and subdivided lot part hereof by written document executed by not less than seventy-five percent (75%) of the Lot Owners, and recorded in the office of the Register of Deeds of Onslow, County, North Carolina.

28. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the above Corporation has caused this instrument to be executed in the appropriate company name by duly authorized managers, and has adopted as its seal the word "SEAL" appearing beside its name, this seal instrument being executed and delivered on the date first above written.

PINEY GREEN CONSTRUCTION COMPANY, INC. (SEAL)
A North Carolina Corporation

BY: *Martin A. Aragona, Jr.* (SEAL)
Martin A. Aragona, Jr. Vice President

NORTH CAROLINA
ONslow COUNTY

I *Jerri M Fox*, the undersigned, a Notary Public for the county and state aforesaid, certify that **MARTIN A. ARAGONA, Jr**, personally came before me this day and acknowledged that he is **VICE PRESIDENT** of **PINEY GREEN CONSTRUCTION COMPANY, INC.**, a corporation, and that he as **VICE PRESIDENT**, being authorized to do so, executed the foregoing on behalf of the corporation. Witness my hand and official seal, this *19th* day of **JANUARY, 2010**.



Jerri M Fox
Notary Public
Commission Expires *March 4 2014*