

NORTH CAROLINA
BEAUFORT COUNTY

**DECLARATION OF PROTECTIVE COVENANTS
LAURCOUR FARMS**

THIS DECLARATION OF PROTECTIVE COVENANTS is made and entered into this the 24th day of May, 2001 by Laurcour Farms, Inc., hereinafter referred to as the "Declarant" within this document.

WITNESSETH:

WHEREAS, the Declarant is the owner of all those certain lots described in a map or plat thereof entitled "Survey for Laurcour Farms, Washington Township, Beaufort County, North Carolina" by The East Group Engineering, Architecture, Surveying and Technology dated the 21st day of July, 2000, and recorded in Plat Cabinet F, Slides 61-8, 61-9, 61-10, and 62-1; and

WHEREAS, Declarant intends to sell lots in the subdivision described on the plats referred to above subject to certain Protective Covenants, Reservations and Restrictions in order to insure the most beneficial development of the said subdivision as a residential subdivision and to prevent any such use thereof which might tend to diminish the value or pleasurable enjoyment thereof, and it is the purpose of this Declaration to declare and make know the covenants, conditions and restrictions which shall apply to the lands shown on the aforesaid plats.

NOW, THEREFORE, Declarant hereby declares and makes known that the following restrictions, reservations, covenants and conditions are hereby posed upon the property described in the plats referenced above, which conditions shall run with the land in the subdivision and shall be binding upon the Declarant, its agents, heirs, successors and assigns and upon all parties and persons claiming by or through or under them

1. **Residential Use.** No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than single family residences. Only single family residential mobile homes, modular factory homes or site built homes shall be placed or constructed upon the property unless otherwise provided in this Declaration. No business or business activity may be carried on upon the property at anytime, provided, however, that nothing herein shall preclude the Declarant, its agents, and employees from using all or part of the land or any buildings constructed by or owned by Declarant for the purpose of carrying on business directly related to the development, sales and/or management of the subdivision by the Declarant. Notwithstanding the foregoing, nothing in this declaration shall prohibit the use of the properties within the subdivision for common purposes which may be designated on any plat of the subdivision or any subsequent plats recorded, or in such other documents as

may be recorded by the Declarant, the rules and regulations for such uses to be set forth by the Declarant, or the Property Owners Association described hereinafter. Any lot or property dedicated to use for common purposes, such as access or for other use, shall not be subject to assessment or dues, as set forth hereinafter in this Declaration, so long as such use is designated to the use and benefit of the property owners association, its members and guests as defined in this Declaration. No lot shall be used for the storage or keeping, temporary or otherwise, of materials or items related to a trade, profession, activity or business (for example: crab pots, building supplies, industrial equipment, tools etc.) on the lot shall not be allowed.

2. **Single Family Residence:** The lots described above shall be used for single family residences as provided in the preceding paragraphs and no portion of a dwelling unit, other than the entire dwelling unit, may be rented. All tenancies shall be for single family residential use as defined in the zoning ordinances for Beaufort County. No dwelling unit may be rented for a term of less than 90 days or for more than 3 times during any calendar year.
3. **Subdivision of Lots:** No lot shall be subdivided or its boundary lines changed, except that it shall be permissible to combine two or more adjacent lots which have common ownership into one tract of land for the purpose of building a dwelling which would be authorized on such lots individually. In the event of such combination, the set back requirements relating to the common boundary between the lots should be measured from the parameter or outside boundary of the adjoining lot. In the event an owner elects to adjoin multiple lots as provided herein, the owner shall not sell the adjoining lots if the sale of the lot would result in the improvements to the remaining lot being in violation of the set back requirements on the remaining lot.
4. **Plans:** No buildings, fences or mobile homes or other structure shall be placed, erected, moved onto, maintained or in anyway altered upon a lot within the subdivision until the proposed building plans, specifications, exterior color or finish, lot plan, (showing the proposed location of such structure, drives and parking areas upon the lot) shall have been submitted to Declarant in writing. The heated liveable ground floor space of any residence placed upon the property, exclusive of porches and garages, shall not be less than 1200 sq ft for a one story dwelling or 1000 sq ft for a dwelling of more than one story. Mobile homes placed upon the property shall be in good condition, painted, free of rust and of like new appearance. Declarant, or its successor or designee may refuse to approve plans, locations, and the placement of dwellings upon the property upon any grounds, including purely aesthetic consideration, which in its sole discretion, the Declarant shall deem sufficient. All potential dwellings shall be set upon a

brick, masonry or approved foundation and all structures shall have fiberglass shingles and permanent steps or decks. At such time as 70% of the lots within the subdivision are owned by persons or firms other than Declarant, or Declarant elects to transfer such authority to the homeowners' association, which ever occurs first, the process of approval described in this paragraph shall become the authority and responsibility of the owners association described in this Declaration (or its designated architectural review committee) if it is at that time existing as an active entity or organization; and until the owners association is so activated, the authority described herein shall remain with the Declarant or the designee of the Declarant.

5. **Completion Dates:** The exterior of any residence or other improvement or alteration upon a lot shall be completed within six months of the commencement of construction, alteration or improvement in accordance with the construction plans and specifications. Any above ground swimming pools, hot tubs, therapy pools, hydra spas shall be screened from view by vegetation or fencing or other appropriate means. All in ground pools shall be constructed to comply with applicable rules, regulations and standards of any governmental unit having jurisdiction and shall be fenced.
6. **Structures Other Than Primary Residences:** No structure of a temporary character, including but not limited to trailers of any kind, tents, shacks, garages, barns or other out buildings shall be allowed on any lot at any time except such temporary structures as may be necessary for the storage of materials or during the construction of an improvement shall be allowed for a period not to exceed six months. No temporary structure provided for the storage of materials shall be used on any lot at any time as a residence, either temporarily or permanently. One permanent garage or storage building may be allowed upon a lot in addition to the residential structure. Such permanent garage or storage building shall be constructed of a material of comparable quality to those used in the main dwelling, shall have foundations of equal height and of materials as in the residential dwelling, shall have fiberglass shingles and shall have a roof pitch equal to that of the residential dwelling. Notwithstanding, metal sided storage buildings are permitted. Such garages and storage buildings shall be subject to the approval of Declarant as provided in the preceding paragraphs.
7. **Maintenance of Buildings:** All buildings, structures or other improvements to the property shall be maintained in a suitable state of repair. In the event of destruction or casualty, the premises are to be cleared and debris removed within 60 days from the date of such casualty. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept condition of buildings, lots or other structures or grounds which tend to substantially decrease the beauty of the neighborhood and the subdivision as a whole. Upon

the failure of an owner to keep and maintain his lot and keep and maintain the structures upon his lot, Declarant shall have the right, at its option, within three weeks after written notice has been mailed to the lot owners last known address, to clean up such property or remove the same if such property has been destroyed by fire or other casualty and Owner shall be responsible for the cost thereof Declarant's expense in so doing shall constitute a lien upon the owners lot and improvements thereof enforceable in the same manner as other liens described hereinafter in the sections of this Declaration dealing with liens and assessments Any trees on the lot which shall become diseased or otherwise damaged as a result of acts of God or otherwise, and therefore create a hazard to the homeowner or to the community shall be removed immediately and such removal costs shall be the responsibility of the owner

8. **Maintenance During Construction:** During the construction of the improvements on lots within the subdivision, the owner shall maintain facilities and arrange for a portable toilet upon the premises. In addition, no approval for any improvements shall be effective until the lot owner or builder places, on an area adjacent to the pavement adjoining the lot to be improved,, a clay, marl, stone or other improved surface or base to prevent damage to the edge of the asphalt paved surfaces which occurs from the access to the lot during construction During construction, the owner shall maintain a trash or rubbish bin of a type and size sufficient to avoid trash or debris from being upon the lot or spreading from the building site and shall cause the lot to be kept clean and maintained during the construction period and upon completion of the construction The grade level of the land shall not be materially altered by the owner without the written consent of the Declarant. Prior approval of all governmental bodies or agencies having jurisdiction over the matter shall be first obtained before the Declarant may give its consent. No fill nor grading shall be done by an owner that will adversely effect the proper drainage of any other land in the subdrvision or that is contrary to the subdivision's permitted development plan No changes to the storm water management plan shall be allowed without the lot owner submitting a revision to the permit and receiving approval from the Division of Water Quality for the State of North Carolina No ditch, swale, or other vegetative conveyance for the movement of water, shall be filled, piped, culverted or otherwise modified without the express written consent of the Declarant and without the approval from the Division of Water Quality for the State of North Carolina, except that driveway crossings, approved as a part of the storm water management plan may be culverted.
- 9 **Set backs:** All structures erected upon the property, with the exception of driveways, shall be constructed within the bounds of the following building set backs side yards 10 feet, front yards 25 feet, rear yards 25 feet.

10. **Signs:** No sign of any kind shall be displayed to the public view upon any lot in the subdivision except one sign, of not more than one square foot, which may designate the name of the resident, and one sign of not more than four square feet, advertising the property for sale or rent, which sign shall be located in the front yard only
11. **Animals:** No animals, livestock, reptiles, or poultry of any kind shall be raised, bred or kept on any lot except that a dog, cat or household pet may be kept provided they are not kept, bred or maintained for any commercial property. All lot owners who keep household pets shall be responsible for any destruction, damage or injury to any persons or property of any other lot owner or persons visiting or guests within the subdivision. Pets shall be restricted to the lot owners property and upon leaving the property shall be kept on a leash. Household pets shall mean cats, dogs and ornamental birds in cages. Owner is responsible to pick up all animal droppings which may be deposited along any road or roadway and shall not allow the animals to defile any property or the road. No animal shall be allowed to create noise which is audible on or about any adjoining property, which is offensive or intrusive to a person or ordinary sensitivity
12. **Easements:** The Declarant reserves a perpetual, assignable and releaseable easement and right of way over, on and under the ground to erect, maintain and use electric, cable television, telephone poles, wires, cables, conduits, sewers, drainage, water mains, appurtenances to the foregoing, and all other suitable equipment for the conveyance and use of electricity, cable television, telephone equipment, gas, sewer, water, drainage or other public convenience or utilities on, in, over or under the front ten feet, the rear ten feet and the side ten feet of each lot
13. **Roads:** The lot owner shall be responsible for the maintenance and repair of the roads as shown on the plat of the subdivision unless or until the maintenance and repair of such roads are taken over and become the responsibility of a governmental unit. This responsibility exists, notwithstanding the dedication of the roads and rights of way to public use which occurs by recordation of the subdivision plat.
14. **Occupancy:** No residence erected upon any lot shall be occupied in any manner prior to the completion of construction, the connection of permanent utilities and the receipt of an Occupancy Permit.
15. **Satellite Dishes, Towers and Other External Structures:** No towers, antennas, aerials or overhead wires or cables shall be permitted except:
 - a. Satellite dishes that do not exceed one meter "39 inches" in diameter.

- b. TV antennas to receive video programs from television broadcasts stations "TVBS"
 - c. Antennas used to receive MMDS.
 - d. All such antennas and satellite dishes shall be located to the rear of the property or on the rear of the house so as not to be visible from the street provided such placement does not preclude the owner from receiving an acceptable quality signal. If the reception requires placement in an area other than as provided above, then placement shall be in the least intrusive location possible which does not impair reception. If the location is such that it is obtrusive and has significant visual impacts in the community, the developer may require the antenna or satellite dish to be screened by landscaping or fencing. The height of any TV antenna constructed pursuant to the terms hereof shall not be greater than ten feet from the height of the roof of the residential dwelling.
 - e. No electrical or electronic devices shall be permitted or used if the use of such device interferes with telephone, television, radio or other communication reception in the area.
- 17 **Nuisances:** No noxious, offensive or nuisance activity shall be carried on or conducted upon a lot or within the boundaries of the subdivision, or upon the roads entering from the highway nor shall any act, conduct or thing be done which may be or become an annoyance, nuisance or detriment to the owners of other properties within the subdivision
- 18 **Fuel Tank and Utility Appurtenances:** All fuel tanks and other utility appurtenances which are visible above the ground shall be enclosed within a fence, wall or vegetation of a type and size so as to preclude the same from view from any road, street or lot within the subdivision
- 19 **Trash:** All areas of property shall be kept clean and well maintained. No lot shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage and all other waste shall be kept in sanitary containers which shall be kept in a clean and sanitary condition. No garbage, rubbish or trash shall be burned on the lots or within any area of the subdivision. Trash, garbage and recyclable containers shall be stored in a manner such that they are out of view from the road and streets or lots within the subdivision.
- 20 **Parking:** No parking of vehicles is permitted on any area of the lot other than the driveway. No vehicles whatsoever shall be parked or stored on a street within a

subdivision for a period of six hours No vehicle which is unlicensed or not operative shall be kept on a lot for a period of more than 48 hours or 7 cumulative days within any 30 day period No major repairs on any vehicle shall be permitted on the streets, driveways or property except as may be necessary to remove or tow the vehicle. Small boats (under twenty-one feet in length and upon trailers) and small unoccupied campers or motor homes (not in access of twenty-five feet in length) may be parked upon the property.

21. **Underground Utilities:** All utility lines and leading wire, cables, electrical and television lines servicing individual residences or outbuildings on the property shall be under ground. No overhead wiring of any type shall be permitted upon any lot.
22. **Outside Fixtures:** Each lot owner shall have and operational within 30 days of the receipt of an Occupancy Permit, a front yard lighting fixture at least five feet in height, with a bulb of not more than 100 watts, located 15 feet from the right of way and 5 feet from the driveway Each such lighting fixture shall be equipped with a photoelectric cell so that the light turns on and off automatically at dusk and dawn. Each light owner shall be responsible for the maintenance and cost of this fixture, its connection and shall be required to keep the light operational at all times
23. **Vision Lines:** No fences, walls, vegetation, landscaping materials, gardens or other objects shall be placed upon property which will obstruct the vision of motorists using the roads or which will deter or be unsightly within the subdivision. Such developer shall have the right to remove or require the removal of such materials if, in the developer's or developer's successor's sole opinion, such structures diminish the character of the subdivision or impair the vision of motorist. No fence shall be allowed in the front yard and any fence constructed shall not extend past the rear corner of the dwelling
24. **Modifications:** As long as the Declarant owns 30% or more of the lots within the subdivision, Declarant reserves the right to include in any declaration, contract or deed thereafter made or entered into, such modifications and additions to this declaration which will, in the sole opinion of Declarant, improve the standards or enhance the desirability of the subdivision as a residential area Declarant, or the subsequent property owners association, through its appropriate boards or committees, may allow reasonable variances and adjustments to these covenants in order to overcome practical difficulties and prevent unnecessary hardships and the application of the provisions contained herein, provided, however, that such modifications or variances are done in conformity with the intent and purpose hereof and provided that in every instance such variance or adjustments will not

be materially detrimental or injurious to other property or the improvements in the subdivision or the values thereof

25. **Property Owners Association:** Each lot owner shall become a member of the property owners association. It is acknowledged that the property owners association shall consist of the owners of all lots within the subdivision and that each lot shall be entitled to equal voice or vote in the affairs of the association. The association shall have the right to assess the owners of the lots within the subdivision for their prorata shares of the expenses, based upon the number of lots within the subdivision now and the number of lots which may be added in the future (excluding lots dedicated entirely to common use). Such costs will include the cost of maintenance of common properties, streets, water and sewer lines within the subdivision, insurance and other common expenses in the sole discretion of the owners association. The association shall maintain the sign advertising identifying subdivision, any other common facilities within the subdivision. Any failure by or on the part of the Declarant herein or by the owners of the lots within the subdivision or additional sections of the subdivision, to formerly organize the owners association or to exercise the rights belonging to such association or to otherwise cause such association to function as a legal entity shall not invalidate or effect the right to form the association. Until such time as the association shall be formerly incorporated under the laws of the State of North Carolina, it shall exist as an unincorporated association. Until such time the Declarant and its successors and assigns shall act on behalf of the association. The name of the association shall be Laurcour Farms Subdivision Owners Association, Inc. or such other name as may clearly designate the nature and existence of the organization.

26. **Dues and Assessments:** In order to provide for payment of dues and assessments for the association referred to above and in order to provide a means of collecting funds for the common expense within the terms of this Declaration, each lot within the subdivision, including lots which may be added in the future, shall be subject to the obligations or the payment of dues and assessments according to the terms of this Declaration. The association shall have the right to place a claim of lien on any of the lots within the subdivision to collect any unpaid dues and assessments and to maintain a civil action for the collection of such sums.

The following paragraphs set forth the guidelines, rules and regulations for the purpose of allocating such assessments and the collection thereof.

- a. **Creation of the lien and personal obligation of assessments** Each subsequent owner other than the Declarant, by acceptance of a conveyance for a lot within the subdivision, whether or not it shall be expressed in any such deed or conveyance, regardless of the method of conveyance and whether or not such subsequent owner is a direct purchaser from the

Declarant or a successive purchaser, shall be deemed to covenant and agree to pay the association (i) annual assessments or charges; (ii) special assessments for capital improvements, such assessments to be fixed, established and collecting from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof as herein above provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due and shall further be a lien upon the land and follow the land at all times in the future until paid.

- b. The assessments levied by the association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the subdivision and the property owners and particular for the improvement and maintenance of property, services and facilities devoted to this purpose and related to the use enjoyment, maintenance and repair of the common properties of the subdivision, including but not limited to the payment of taxes and insurance on the common properties, and repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof. Specifically included within the purposes shall be the extension of such maintenance, services and similar matters to additional properties and subdivisions which may be subject to these covenants at a later date
- c. The annual assessments shall be \$240.00 per lot. The board of directors of the association, may, after consideration of current maintenance costs and future needs of the association, fix the actual assessment for any year at a lesser or greater amount as from time to time may be necessary.
- d. In addition to the annual assessment authorized by section 3 hereof, the association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital item or improvement upon the common properties, including the necessary fixtures and personal property related thereto provided that any such assessment shall have the ascent of 3/5 of the votes of all members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of such shall be sent to all members at least 30 days in advance and shall set forth the purpose of the meeting

- e. The annual assessments provided herein shall commence on the 1st day of June, 2001. The assessment for each succeeding year shall become due and payable on the 1st day of June thereafter. No adjustment or prorations of assessments shall be made by the association. For the purpose of levying the assessments, assessments shall be considered to be paid in advance and shall be levied against any property which is subject to the declaration or any supplemental declaration. The due date of any special assessment under these provisions shall be fixed for any special assessment under the provisions set forth above, shall be fixed and the resolution authorizing such assessment.
- f. If an assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon and the cost of collection thereof, including reasonable attorneys fees, as hereinafter provided, become a continuing lien on the property which shall bind such property, his heirs, successors, devisees, personal representatives and assigns. The personal obligation of the owner to pay such assessment however shall not pass to his successors unless expressly assumed by them. If an assessment is not paid within 30 days after the due date, a penalty not to exceed \$35.00 shall be added thereto and from that date interest at the then legal rate shall be added to the delinquent balance and penalty and association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property in the manner and method provided for in the North Carolina General Statutes for the foreclosure of a deed of trust. For the purposes of such statute, the term deed of trust shall mean this declaration. In addition to the amount set forth above, there shall be added to such assessment, the cost of preparing and filing the complaint or other action necessary to collect the assessment.
- g. The lien of the assessments set forth above shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the property which is subject to the assessments, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve any property owner from any liability for any assessment thereafter becoming due nor from the lien of any such subsequent assessment.
- h. The following property subject to this declaration shall be exempted from any assessments, charges and liens created herein: 1) all property to the extent of any easement or other interest therein dedicated and accepted by

the local public authority and devoted to public use 2) all common properties referred to in the declaration set forth in the plat or otherwise created 3) all properties exempted from taxation by laws of the State of North Carolina upon the terms and to the extent of such legal exemption No property or improvements devoted to dwelling use shall be exempted from said assessments charges or liens and such assessments shall apply whether or not such property is improved

27. **Violations:** If the owners, or occupants of any lot, or all of them or their successors and assigns shall violate any of the covenants or restrictions herein, it shall be the right of the Declarant herein, its successors or assigns or any lot owner within the subdivision, to institute proceedings at law or in equity against the person or persons violating or attempting to violate such covenant or restriction for the purpose of preventing him from so doing or to recover damages for such violations, or both
28. **Additional Properties:** Declarant reserves the right to add additional properties to this declaration and upon addition of such additional properties, the owners of lots within these additional properties shall become members of the association upon the terms and conditions contained herein and shall have a vote equal to the property owners lots described above All new property owners shall be subject to all terms and conditions contained herein
29. **Severance:** The failure of the Declarant or any such party entitled to enforce any protective covenant contained in this declaration, 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 or subsequent thereto and shall not bar or effect its enforcement Any provision of this declaration shall be deemed severable from the other provisions and in the event that any provision or portion of a provision or condition set forth within this declaration shall be deemed unenforceable, void or unlawful, such decisions shall not affect the remainder of the covenants and conditions set forth in this declaration.
30. **Continuation and Termination:** The foregoing conditions, reservations, declarations, covenants, easements and conditions shall run with the lands and be binding upon all purchasers of lands or lots in the properties covered by these restrictions and upon all persons or entities claiming under them through the 31st day of December, 2020, after which time the same shall be extended for successive periods of ten years each unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the restrictions and covenants in whole or in part For the purpose of such vote, the owners will be entitled to one vote per lot regardless of the number of persons or entities owning one lot

31. **Rules:** Declarant reserves the right to promulgate rules as to the use of the common areas and amenities in the subdivision. At such times as the administration upkeep of such property shall become the responsibility of the property owners association as described herein, the rule making authorities shall then pass to the property owners association.
32. **Declarant's Rights:** Declarant shall have all rights provided hereunder and all rights given to Declarants pursuant to North Carolina law. In addition thereto, Declarant shall have all rights of the association until such time as the homeowners association is formed and operational and the Declarant has seeded authority to the association as provided herein. Specifically included within the Declarant's right is the right to assess and enforce the assessment provisions contained herein.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name and under its seal the day and year first above written.

LAURCOUR FARMS, INC.

By: *Reginald Burgess Jr* (SEAL)
President

State of North Carolina
County of Beaufort

I, the undersigned Notary Public, certify that Reginald Burgess Jr personally came before me this day and acknowledged that he/she is the President of Laurcour Farms, Inc., a corporation, and that he/she as President being authorized to do so, executed the foregoing on behalf of the corporation. Witness my hand and official seal, this the 24 day of May, 2001.

My commission expires.

Shannon Affner
Notary Public

