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NORTH CAROLINA  
  
CRAVEN COUNTY

✓ Prepared by Brian Z. Taylor  
& return to: White & Allen, P.A.

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF  
THE VILLAGE ON CANTERBURY**

**THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF THE FLAG OF THE  
UNITED STATES OF AMERICA OR STATE OF NORTH CAROLINA**

**THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF THE VILLAGE ON CANTERBURY made and entered into as of the 11<sup>th</sup> day of October, 2023, by and among TRENT UTILITIES, INC., a North Carolina corporation, and ALL PROSPECTIVE PURCHASERS OR OWNERS OF LOTS 1 THROUGH 27 as shown on the plat entitled The Village on Canterbury recorded in Plat Cabinet J, Slide 65 F-G, Craven County Register of Deeds Office;

**WITNESSETH:**

WHEREAS, Trent Utilities, Inc. (hereinafter called "Declarant") is the developer of the Lots and Community Use Areas lying and being situate in Craven County, North Carolina more particularly described as follows:

**LOTS:** The Lots specified above as shown on the map referenced above recorded in Plat Cabinet J, Slide 65 F-G, Craven County Register of Deeds Office;

**COMMUNITY USE AREAS:** That property described in Exhibit A which is attached hereto and incorporated herein by reference together with the various easement rights granted herein; and,

WHEREAS, Declarant desires to develop a residential community and intends by the recordation of this Declaration to impose certain covenants, conditions, restrictions and easements contained herein (hereinafter sometimes called Restrictions) on the property described herein as Lots and Community Use Areas to the end that the Lots and Community Use Areas shall be held subject to said Restrictions.

NOW, THEREFORE, Declarant does hereby declare that the Restrictions contained herein shall run with the Lots and Community Use Areas described herein; shall be a burden on and a benefit to such Lots and Community Use Areas; shall be binding on all parties having or acquiring any right, title, or interest in the Lots or any part thereof; and shall inure to the benefit of each Owner of any part thereof.

## A. DEFINITIONS

As used herein,

1. "Articles" means the Articles of Incorporation of The Village on Canterbury Property Owners Association, Inc.
2. "Board of Directors" means the Board of Directors of The Village on Canterbury Property Owners Association, Inc.
3. "Bylaws" means the bylaws of The Village on Canterbury Property Owners Association, Inc.
4. "Community Use Areas" means all real property (including the improvements thereto), interests in real property and personal property now owned or hereafter acquired by the Corporation for the common use and enjoyment of all of the owners. The Community Uses Areas to be conveyed to and owned by the Corporation initially are the areas described in Exhibit A which is attached hereto and incorporated herein by reference and the various easements described and granted herein. The Community Use Areas are subject to those easements and restrictions set forth in this instrument, including but not limited to, Section I hereof.
5. "Corporation" means The Village on Canterbury Property Owners Association, Inc., its successors and assigns.
6. "Declarant" means Trent Utilities, Inc. In the event another Person acquires title to seven (7) or more Lots on which no Dwelling has been constructed at the time of such acquisition, Trent Utilities, Inc., by recorded instrument, may designate such party as a Declarant and in such event such party shall be a Declarant as specified herein and as to such Lots shall be entitled to the same rights as Trent Utilities, Inc.
7. "Declaration" means this Declaration and any amendments hereto.
8. "Development Period" means the period commencing on the date on which this Declaration is recorded in the Craven County Register of Deeds and terminating on the earlier to occur of (i) when Declarant no longer owns a Lot in the Subdivision and construction of Dwellings thereon have been completed; or (ii) the date that Declarant relinquishes in writing Declarant's right to appoint Directors.
9. "Dwelling" means a structure located on a Lot built in accordance with the requirements of this Declaration.
10. "Eligible Mortgage Holder" means the holder of a mortgage or a deed of trust on a Lot who has requested in writing that the Corporation notify them of any proposed amendment to the Declaration, the Articles, or the Bylaws.
11. "Lot" means a separately numbered tract of land described above or hereinafter brought within the jurisdiction of the Corporation. At the present time, the Lots are as set forth above.
12. "Owner" means the record Owner, whether one or more Persons, of a fee simple interest in a Lot.
13. "Person" or "Persons" means any individual, group of individuals, corporation, partnership, limited liability company, limited partnership, Trust or any other legally recognized entity, including any combination thereof.
14. "Recreational Areas" or "Recreation Areas" means those portions of the community use Areas which are to provide areas for owners and their guests to engage in recreational activities and which are not necessary for ingress, egress or regress or utilities for any Lot or Owner.
15. "Subdivision" means all of the property defined herein as Lots and Community Use Areas and such additions or annexations of Lots and Community Use Areas which may hereafter be brought within the jurisdiction of the Corporation.

## **B. MEMBERSHIP**

1. A Corporation named The Village on Canterbury Property Owners Association, Inc. has been or will be formed under the direction of Declarant pursuant to the rules and requirements of the Nonprofit Corporation Act (Chapter 55A) of the General Statutes of North Carolina as an association of the owners of Lots. Its purposes are to own, manage, maintain and operate the Community Use Areas and facilities located upon the Community Use Areas, specifically including, but not limited to, the subdivision entrance signs, street lights and other improvements and amenities in the Subdivision owned by the Corporation; to maintain portions of the Lots and Dwellings constructed on the Lots as provided herein; to enforce the restrictions contained herein; and to make and enforce rules and regulations governing the owners' use and occupancy of Lots and Community Use Areas.
2. The Declarant, by this Declaration, and the Owners of individual Lots by their acceptance of individual deeds thereto, covenant and agree with respect to the Corporation:
  - a. That for so long as each is an Owner, each will perform all acts necessary to remain in good and current standing as a member of the Corporation; and
  - b. That each shall be subject to the rules and regulations of the Corporation with regard to ownership of a Lot or a combination thereof.
3. Each membership in the Corporation shall relate to and have a unity of interest with an individual Lot which may not be separated from ownership of said Lot. The books and all supporting documentation of the Corporation, the Declaration, the Articles, the Bylaws, and all amendments thereto shall, with reasonable prior notice given, be available for examination by all Owners and their lenders or their lenders' agents during normal business hours at the principal office of the Corporation.
4. The Corporation shall have one class of members. All Owners shall be members and they shall be entitled to one vote for each Lot owned: provided, however, when more than one Person holds an interest in any Lot, all such Persons shall hold the membership with regard to such Lot in undivided interests. The vote of such multiple Owners of a Lot shall be exercised as they, among themselves, shall determine, but in no event shall any fractional vote be counted or more than one vote be cast with respect to any Lot.
5. The Corporation will assess a One Hundred and no/100 dollars (\$100.00) transfer fee to the Lot Owner when the property is transferred to a new Owner.

## **C. MANAGEMENT AND ADMINISTRATION**

The Management and administration of the affairs of the Community Use Areas shall be the sole right and responsibility of the Corporation. The Corporation shall be fully responsible for the maintenance, management and operation of the subdivision entrance signs and other improvements and amenities in the Subdivision owned by the Corporation. Pursuant and subject to the provisions contained herein, the Corporation shall be responsible for the maintenance of the portion of the Lots and Dwellings constructed on the Lots as provided herein. The management shall be carried out in accordance with the terms and conditions of the Declaration, the Articles and the Bylaws, but may be delegated or contracted to managers or management services.

## **D. COMMUNITY EXPENSES**

1. The Community Expenses of the Subdivision include:
  - a. All amounts expended by the Corporation in operating, administering, managing, repairing, replacing and improving the Community Use Areas specifically including, but not limited to, the subdivision entrance signs and other improvements and amenities in the Subdivision owned by the Corporation; all amounts expended for the maintenance and repair of Community Use Areas as provided herein; all amounts expended by the Corporation in legal,

- engineering or architectural fees; all similar fees which may be incurred by the Corporation from time to time in performing the functions delegated to the Corporation by the Declaration; and all amounts expended in any form by the Corporation in enforcing the Declaration, the Articles or the Bylaws.
- b. All amounts expended by the Corporation in carrying out any duty or discretion as may be required or allowed by the Declaration, the Articles or the Bylaws.
  - c. All amounts declared to be Community Expenses in the Bylaws or in the Declaration.
  - d. All taxes and special assessments which may be levied from time to time by any governmental authority upon the Community Use Areas.
2. The Corporation **shall perform** the following maintenance:
- a. Maintain drainage easements.
  - b. Maintain the Subdivision common areas including any fencing within said area.
  - c. Maintain street lighting.
  - d. Maintain stormwater management upon the transfer of the stormwater management permit by the Declarant to the Corporation as set forth hereafter in Section W, Stormwater Management.
  - e. The subdivision road, Paddington Way, has been designed and built to NCDOT specifications with the intention to be turned over to the Town of Trent Woods, NCDOT or some other governmental entity for maintenance thereof. The Declarant will be responsible for the maintenance of said road from the time that the final pavement has been laid and inspected and certified as to the final construction by Thomas Engineering, P.A. for one calendar year, after which the Corporation will accept full maintenance responsibility until such time as the road is turned over to one of the said governmental entities above.
3. The Corporation **shall not** be responsible for the following maintenance, upkeep or other items on Lots and Dwellings:
- a. Garbage or refuse collection.
  - b. Hazard and liability insurance on the Dwellings, Detached Garages if any and Lots.
  - c. Flood insurance on the Dwellings and Detached Garages if any.
  - d. Termite and pest control on the Dwellings and Detached Garages if any.
  - e. Glass maintenance, cleaning or breakage on the Dwellings and Detached Garages if any.
  - f. Power washing Detached Garages and fences.
  - g. Power washing concrete, pools, decks and any other hardscapes installed in the rear of the Dwellings.
  - h. Power washing areas of the Dwelling enclosed by a fence.
  - i. Maintaining lawns, shrubs and plants installed by the Declarant which are enclosed by a fence.
  - j. Driveway and walkway cracks, settlement, spots, stains or other repairs required on driveways.
  - k. Maintaining or repairing flowers, plants or other greenery planted on a Lot by any person other than the Declarant or the lawn maintenance persons hired by Corporation.
  - l. Maintaining mulch and/or pine straw in the rear of the Dwellings.
  - m. Maintaining mulch and/or pine straw around shrubs and plants installed by someone other than the Declarant or the lawn maintenance persons hired by the Corporation.

## **E. QUARTERLY GENERAL ASSESSMENTS**

1. Quarterly General Assessments:
  - a. The Declarant for each Lot owned hereby agrees, subject to the limitations provided herein, and each Owner of any Lot by acceptance of a deed for same (whether or not it shall be so expressed in such deed) is deemed to agree to pay to the Corporation quarterly general assessments as hereinafter provided. The quarterly general assessments, together with

interest, costs and reasonable attorneys' fees, subject to the provisions of Section H herein, shall be a continuing lien upon the Lot against which each such assessment is made. Furthermore, each such quarterly general assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the assessment became due. The personal obligation for delinquent quarterly general assessments shall not transfer to a successor in title to a Lot unless expressly assumed by them but, subject to the provisions of this Declaration, delinquent quarterly general assessments shall continue to be a lien upon such Lot. Provided however, no quarterly general assessment shall be due until January 1, 2024 or until Declarant records a statement in the Craven County Register of Deeds Office which references this Declaration and states the date when quarterly general assessments shall begin, whichever occurs first (which date shall be referred to herein as the "Assessment Starting Date") During the Development Period, Declarant shall not be required to pay the quarterly general assessments to the Corporation.

- b. Until the Assessment Starting Date, Declarant shall be responsible for paying all costs associated with the daily operation and maintenance of the Community Use Areas; provided, however, Declarant shall not be required to establish or deposit any funds in a capital reserve account to fund the periodic maintenance, repair or replacement of any capital improvements in the Community Use Areas. Subject to the limitations set forth herein, the Board of Directors shall establish and set the quarterly general assessment per lot for each fiscal year beginning with the Assessment Starting date fiscal year; provided, however, the monthly general assessment until the 2024 fiscal year shall not exceed \$150.00 per Lot per quarter.

- i. From and after January 1, 2024, the quarterly general assessment may be increased each fiscal year not more than twenty percent (20%) above the quarterly general assessment for the previous fiscal year without any vote of the membership.

- ii. From and after, January 1, 2024, the quarterly general assessment may be increased by an amount greater than twenty percent (20%) of the quarterly general assessment for the previous fiscal year provided the proposed increase is approved by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a duly called regular or special meeting provided notice was duly given that the issue would be considered at such meeting.

- iii. Once the quarterly general assessment has been set, notice of the quarterly general assessment shall be given to all Owners by hand delivery, regular U.S. Mail, or email written notice to the postal address or email address as shown on the Corporation's records. After the initial notice of the assessment, no bills for such assessment will be forwarded to any Owner or member but such assessment thereafter shall become due and payable as provided by the Board of Directors.

2. Annual Budget:

- a. As provided in the Bylaws and subject to the restrictions and limitations provided herein, the Board of Directors shall establish an Annual Budget in advance for each fiscal year beginning with the Assessment Starting Date fiscal year. Such a budget shall project all expenses for the forthcoming fiscal year which may be required for the proper operation, management and maintenance of the Corporation, Community Use Areas, Lots and Dwellings, including a reasonable allowance for contingencies and reserves. The budget shall take into account any projected or anticipated income. The Board of Directors shall keep separate, in accordance with Paragraph 3 of this Section, items relating to the daily operation, management and maintenance of the Corporation and Community Use Areas from items relating to capital improvements. Upon adoption of such Annual Budget by the Board of Directors, copies of the budget shall be delivered to each Owner and the quarterly general assessment for said year shall be established, subject to the restrictions and limitations provided herein, based upon such budget; however, the non-delivery of a copy of the said budget to each owner shall

not affect the liability of any owner for such assessment. Lots without Dwellings constructed on them shall be responsible for the quarterly general assessments which are imposed on all Lots with or without Dwellings constructed on them. A Lot shall be deemed to have a Dwelling constructed on it when a Certificate of Occupancy has been issued by the appropriate local building inspection authority. Once the Annual Budget has been established, the Annual Budget shall be divided by the total Number of Lots (currently twenty-seven (27) lots). The annual general assessment for a Lot shall be divided by four (4) to determine the quarterly general assessment per Lot, subject to the limitations and restrictions set forth herein.

- b. The Board of Directors, in establishing the Annual Budget, shall designate therein a sum to be collected and maintained as a reserve fund (the Capital Improvement Fund) for the periodic maintenance, repair and replacement of capital improvements to the Community Use Areas and landscaping. The amount to be allocated to the Capital Improvement Fund may be established by the Board of Directors so as to collect and maintain a sum reasonably necessary to anticipate the need for repair, maintenance and replacement of capital improvements to the Community Use Areas and landscaping. The Capital Improvement Fund shall be maintained in a separate account by the Corporation and such monies shall be used only for periodic maintenance, repair and replacement of capital improvements to the Community Use Areas and landscaping. The Capital Improvements Fund shall be maintained out of the quarterly general assessments assessed against the members.
- c. All monies collected by the Corporation shall be treated as the separate property of the Corporation and such monies may be applied by the Corporation to the payment of any expense of operating and managing the Corporation, or the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles and the Bylaws, except that monies placed in the Capital improvement Fund shall be used only for the specified purposes of said account. As monies for assessments are paid into the Corporation by any Owner, the same may be commingled with monies paid to the Corporation by the other Owners for the same purposes. Although all funds, including other assets of the Corporation, and any increments thereto or profits derived therefrom or from the leasing or use of Community Use Areas, shall be held for the benefit of the members of the Corporation, no member of the Corporation shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When the owner of a Lot shall cease to be a member of the Corporation by reason of his divestment of ownership of such Lot, by whatever means, the Corporation shall not be required to pay or refund to such Owner any share of the funds or assets of the Corporation, including any monies which such Owner may have paid to the Corporation, as all monies which any Owner has paid to the corporation shall be and constitute an asset of the Corporation which may be used in the operation and management of the Corporation.
  - i. Written notice of any regular or special meeting shall be sent to all members not less than thirty (30) days, nor more than fifty (50) days, in advance of the meeting. At the first such meeting called, the presence of members and/or proxies entitled to cast sixty percent (60%) of all of the votes of the members entitled to vote on the matter shall be required for and shall constitute a quorum. If the required quorum is not met, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
  - ii. Quarterly general assessments shall be fixed at a uniform rate for all Lots.
  - iii. The quarterly general assessments shall be payable quarterly, with the due date for such payments being as established by the Board of Directors. The payment of any assessment or installment thereof shall be in default if such assessment or installment is

- not paid to the Corporation within thirty (30) days of the due date for such payment. When in default, the delinquent assessment shall bear interest at the rate of ten percent (10%) per annum or the maximum rate permissible by law if such rate is less than ten percent (10%) per annum until such delinquent assessment and all interest due thereon has been paid in full.
- iv. The quarterly general assessments levied by the Corporation shall be used exclusively to pay Community Expenses as provided in Section D and to promote the recreation, health, safety and welfare of the Owners and the improvement and maintenance of the Community Use Areas as provided herein. Taxes and hazard insurance on Dwellings and Lots shall not be a purpose of said assessments but rather shall be an individual cost to be borne by each Owner.
  - v. The Corporation shall, upon demand, and for a reasonable fee, furnish a certificate signed by an officer of the Corporation setting forth whether the quarterly general assessments on a specified Lot have been paid. A properly executed certificate of the Corporation as to the status of monthly general assessments on a Lot is binding upon the Corporation as of the date of its issuance.
  - vi. The lien of the monthly general assessments provided for herein shall be subordinate to the lien of any first mortgagor first deed of trust. Sale or transfer of any Lot shall not affect the quarterly general assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage, first deed of trust or any proceeding in lieu thereof, shall extinguish the lien (but not the personal obligation of the Person who was the Owner of the Lot at the time when the assessment fell due) of such quarterly general assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any quarterly general assessments thereafter becoming due or from the lien thereof special Assessments

## **F. SPECIAL ASSESSMENTS**

1. Special assessments may be levied against Lots for such reasons as are provided in the Declaration, the Articles or the Bylaws, and on such terms as provided by the Board of Directors and the members. Upon a two-thirds (2/3) vote of the Board of Directors and a two-thirds (2/3) vote of the members entitled to vote on the issue who are voting in person or by proxy at a duly called regular or special meeting, the Corporation may levy and impose special assessments on all Lots subject to special assessments. The purposes for which special assessments may be levied on all Lots include, but are not limited to, providing funds to pay Community Expenses which exceed the general assessment fund then available to pay same (specifically including the cost of any construction, reconstruction or repair or replacement of a capital improvement upon the Community Use Areas and landscaping) and providing a contingency fund for capital improvements and extraordinary expenses. Furthermore, special assessments may be assessed against a specific Lot to pay for the cost of curing a violation of the Declaration; provided, however, unless the violation is or creates a health hazard or other danger or risk, prior to the Corporation performing such task or remedy, the Corporation shall comply with the notice and hearing provisions specified in Section H and such special assessments may not be levied without a minimum of a two-thirds (2/3) vote of the Board of Directors (levying special assessments on a specific Lot shall not require membership approval). Declarant specifically grants Corporation an easement over, upon and through any and all Lots for the purpose of remedying any violation of the Declaration. Special assessments, together with interest, costs and reasonable attorneys' fees, subject to the provisions of Section E, shall be a continuing lien upon the Lot against which each such special assessment is made. Furthermore, each such special assessment, together with interest, court costs and reasonable attorneys' fees, shall be the personal obligation of the Person who was the Owner of the Lot at the time when the assessment fell due. The personal obligation

for delinquent special assessments shall not pass to a successor in title to a Lot unless expressly assumed by them but, subject to the provisions of this Declaration, delinquent special assessments shall continue to be a lien upon such Lot.

2. Written notice of any regular or special meeting of the members which will consider levying and imposing special assessments on all Lots shall be sent to all members entitled to vote on the issue not less than thirty (30) days, nor more than fifty (50) days, in advance of the meeting. At the first such meeting called, the presence of members and/or proxies entitled to cast sixty percent (60%) of all the votes of the members entitled to vote on the issue shall be required for and shall constitute a quorum. If the required quorum is not met, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
3. The Corporation shall, upon demand, and for a reasonable fee, furnish a certificate signed by an officer of the Corporation setting forth whether the special assessments on a specified Lot have been paid. A properly executed certificate of the Corporation as to the status of special assessments on a Lot is binding upon the Corporation as of the date of its issuance.
4. The lien of the special assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the special assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage, first deed of trust or any proceeding in lieu thereof, shall extinguish the lien (but not the personal obligation of the Person who was the owner of the Lot at the time the assessment fell due) of such special assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any special assessments thereafter becoming due or from the lien thereof.
5. When in default, the delinquent special assessments shall bear interest at the rate of fifteen percent (15%) per annum or the maximum rate permissible by law if such rate is less than fifteen percent (15%) per annum until such delinquent special assessment and all interest due thereon has been paid in full.
6. During the Development Period, Declarant shall not be required to pay special assessments to the Corporation.

#### **G. LIEN FOR ASSESSMENTS**

The Corporation shall have all rights provided pursuant to Chapter 47F of the North Carolina General Statutes (The North Carolina Planned Community Act) as specifically set out in N.C. Gen. Stat. §47F-3-116, Lien for sums due the association; enforcement, as may be amended.

#### **H. INTENTIONALLY OMITTED.**

#### **I. PROPERTY RIGHTS OF LOT OWNERS, CROSS-EASEMENTS AND EXCEPTIONS AND RESERVATIONS BY DECLARANT**

1. Every Owner of a Lot as an appurtenance to such Lot shall have a non-exclusive perpetual easement over and upon the Community Use Areas for each and every purpose or use to which such Community Use Areas were intended as determined by their type or for which such Community Use Areas generally are used, subject to the limitations and provisions contained herein. Such easements and rights shall be appurtenant to and shall pass with the title to every Lot, whether or not specifically included in a deed thereto, subject to the restrictions and limitations contained herein, including but not limited to, the following provisions:
  - a. The Corporation shall have the right to make reasonable rules and regulations respecting the use of the same.

- b. The Corporation shall have the right, upon compliance with the notice and hearing provisions specified herein, to suspend the voting rights of an Owner during which any due assessment against such Owner's Lot remains unpaid as is provided in Section H.
  - c. The Corporation shall have the right to restrict and assign parking in the Community Use Areas and to make reasonable rules respecting parking in the Community Use Areas.
  - d. The Corporation shall have the right to sell, dedicate or transfer fee simple title to all or any part of the Community Use Areas to any party, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, no such sale, dedication or transfer shall be effective unless an instrument agreeing to such sale, dedication or transfer signed by two-thirds of the owners has been recorded in the Craven County Register of Deeds Office.
2. The Corporation hereinafter may grant easements for utility purposes for the benefit of the Subdivision and the Lots now or hereafter located therein, over, under, along and through any Community Use Area.
  3. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Community Use Areas and facilities to the members of his family, his tenants or contract purchasers who reside on the Lot.
    - . Easements for the installation and maintenance of utilities and drainage facilities as shown on the recorded plats are hereby reserved and retained by Declarant and its successors and assigns, together with the right to grant similar easement rights to other Persons. No structure, fence, planting, or other material which may interfere with the installation and maintenance of utilities, which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements may be placed in the easement areas without prior approval by the Committee (hereinafter defined). Structures, fences, plantings and other materials which have been approved by the Committee may be placed in the easement areas. The Committee may deny placement of structures, fences, plantings or other materials in the easement areas if they would adversely affect the drainage or utilities of the Subdivision.
  5. Declarant reserves the right to subject the Lots to a contract with Duke Progress Energy or any other public utility or municipality for electricity and lighting to the Lots, including the installation of underground electric cables, which contract may require an initial payment and/or continuing monthly payments to Duke Progress Energy any other public utility or municipality by the Owner of each Lot. Such expense, including both initial and continuing monthly payments, shall be an individual cost to be borne by each individual Lot Owner and is not a Community Expense.
  6. Declarant reserves the right to subject the Lots to a contract with Duke Progress Energy or any other public utility or municipality for street lights for the Community Use Areas which contract may require an initial payment and/or continuing monthly payments to Duke Progress Energy or any other public utility or municipality. Such expense is a Community Expense.
  7. Each owner, as an appurtenance to his Lot, shall have and is hereby conveyed a perpetual, non-exclusive right of way and easement for the purposes of ingress, egress and regress to and from his Lot over, through and across the streets and roads shown on the Subdivision plats.
  8. Declarant hereby retains and reserves for itself and its successors and assigns, together with the right to grant similar easements to other Persons, perpetual non-exclusive general access and utility easements over, upon and under the streets, roads, utility lines, and drainage and utility easements presently existing in the Subdivision and/or shown on the Subdivision plat. Such easements are non-exclusive and are for the purpose of providing utilities and access to property in the Subdivision area. Said easements shall run to the benefit of all parties and property to whom Declarant grants similar easements. Reference to access easements throughout this Declaration shall be interpreted to include perpetual non-exclusive general access and utility easements for ingress, egress, regress, access and the maintenance and installation of utilities.

9. An easement is hereby granted to the Corporation, its employees and designees to make any reasonable entry onto a Lot upon not less than 24 hour notice to the Owner thereof for the purpose of performing any maintenance, repair, alteration or inspection. An easement is granted to the Corporation, its employees and designees, to make any reasonable entry onto any lot without notice to the Owner thereof in the event of any emergency.
10. Each Lot Owner is responsible for payment of the ad valorem taxes levied upon his Lot and any personal property located thereon.
11. Declarant retains and reserves a perpetual easement over and under the streets depicted on the recorded plat for the purpose of installing, maintaining, and repairing power lines, light poles, light fixtures and other apparatus necessary for a street light system for the Subdivision.
12. Declarant retains and reserves for itself, together with the right to grant a similar easement to any other Person, a perpetual easement over and under the streets depicted on the recorded plat for the purpose of installing, maintaining and repairing water and sewer lines to service property in the Subdivision area.
13. Declarant grants to Duke Progress Energy a nonexclusive easement over, under and upon the streets shown and depicted on the recorded plat and that portion of the Lots lying within ten (10) feet of the street right of ways on said plat for the purpose of installing, maintaining and repairing underground electric lines to provide electricity to the Lots and property in the Subdivision area.
14. Declarant grants to MetroNet and Optimum a nonexclusive easement over, under and upon the streets shown and depicted on the recorded plat for the purpose of installing, maintaining and repairing underground fiber optic lines to provide internet service to the Lots and property in the Subdivision area.
15. Declarant grants to Piedmont Natural Gas Co a nonexclusive easement over, under and upon the streets shown and depicted on the recorded plat for the purpose of installing, maintaining and repairing underground gas lines to provide natural gas service to the Lots and property in the Subdivision area.

#### **J. ARCHITECTURAL CONTROL AND ARCHITECTURAL RESTRICTIONS**

1. The Architectural Control Committee, herein called "Committee", shall be composed of two (2) persons. The Declarant shall have the sole right to appoint and remove the two (2) members of the Committee with or without cause until Declarant has sold all lots and construction of Dwellings thereon have been completed. After all Dwellings have been completed, the Board of Directors shall have the right to appoint and remove members of the Committee with or without cause. Until replaced by Declarant, the initial two (2) persons on the Committee shall be Paul W. Crayton, Jr. and Carol Dail Crayton.
2. Before any lot clearing, grading, or any structure of any kind, including, but not limited to, a Dwelling, fence, building, wall, walkway, sign, refuse storage, pool, hot tub, firepit, outdoor kitchen, dog/animal enclosure, metal roof, rain barrels, wind turbines, solar panels, generators or any improvement, replacement or addition to any of same shall be commenced, erected, or maintained upon any Lot, or upon any Community Use Area and before any alteration (excluding painting) of the exterior portion of any structure located upon the Lots or the Community Use Areas and before any alteration of the surface of any Lot or area appurtenant to any Lot in the Subdivision shall be commenced (except as shall be undertaken by the Declarant or the Corporation itself), the person desiring to make such changes or erections shall submit and have approved by the Committee plans and specifications detailing the changes and erections. The plans and specifications must show the structure, kind, shape, height, material, and location of the changes or erections. Applications to the Committee shall include two (2) complete sets of the final plans and specifications for any and all proposed improvements and other information requested by the Committee on its application forms and shall be (1) hand delivered to the current President of the Corporation, or (2) mailed certified or registered with return receipt requested to

the registered office of the Corporation to the attention of the Committee. Prior to the completion of Dwellings on all twenty-seven (27) Lots or combined lots, the application shall also be hand delivered to Declarant. One set of plans and specifications with the approval or disapproval of the Committee shall be returned to the party submitting them and the other copy shall be retained by the Committee for its permanent files.

3. The Committee shall make its decision approving or disapproving the plans by taking into consideration the nature of the Subdivision, the aesthetics of the proposed changes or alterations, the harmony of the proposed change or erection with the architectural style of neighboring buildings, durability of construction, relative costs, and protection of the investment of the Owners of other Lots in the Subdivision. Submission of incomplete or inaccurate plans and specifications shall result in disapproval. The decisions of the Committee shall be made in its sole discretion and considered final and not subject to appeal.
4. If the Committee fails either to approve or disapprove any plans so submitted within sixty (60) days of their submission, the plans will be deemed approved.
5. Neither the Committee nor any agent of the Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions or any structural or other defect in any work done according to such plans and specifications.

#### **K. INSURANCE**

1. The Corporation shall purchase and maintain, if available at a reasonable cost, hazard insurance against loss or damage by fire and similar perils for all improvements and fixtures owned by the Corporation located on Community Use Areas, including personal property of the Corporation. The insurance, if available at a reasonable cost, shall cover at least ninety percent (90%) of the current replacement costs of the improvements and fixtures as determined by the Corporation with the assistance of the insurance company providing coverage or consultant selected by the Board of Directors. Coverage may exclude land, foundations, excavations, or other items that are usually excluded from insurance coverage. The insurance policy shall require that the insurer notify the Corporation in writing at least ten (10) days prior to any substantial change in coverage or cancellation. The insurance policy shall also provide for waiver of subrogation.
2. The Corporation shall purchase and maintain at all times a comprehensive general liability insurance policy covering all Community Use Areas and any other areas that are under its supervision. The liability insurance shall insure against liability to the public or to Owners, their tenants, guests or invitees, relating in any way to the ownership, operation, maintenance and/or use of the Community Use Areas, and any part thereof, and any other areas under the Corporation's supervision. Such insurance policy shall, if reasonably available, contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of an Owner because of the negligent acts of the Corporation or other Owners. Limits of liability shall be at least One Million Dollars (\$1,000,000) covering all claims for bodily injury and/or property damage arising out of a single occurrence. Coverage under this policy shall include, if available and economically feasible, legal liability arising out of losses related to employment contracts of the Corporation. The policy shall require the insurer to notify the Corporation in writing at least ten (10) days before the insurer cancels or substantially changes the coverage.
3. Fidelity bonds or insurance coverage against dishonest acts on the part of such persons (including by way of illustration and not limitation, Corporation members, officers, directors, managers, agents, employees and volunteers) handling or responsible for funds belonging to or administered by the Corporation may be maintained by the Corporation if deemed necessary in the sole discretion of Corporation. In the event the corporation has delegated some or all of the

responsibility for handling funds to a management agent, such bonds or insurance coverage may include officers, employees and agents of such management agent. Any such fidelity bond or insurance shall name the Corporation as the named insured. Any such policy shall contain a provision providing that it may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days prior written notice to the Corporation and all Eligible Mortgage Holders.

4. Each Owner shall be responsible for obtaining and shall pay the cost of any hazard insurance against fire and similar perils including flood if required on such Owner's Dwelling, personal property, fixtures and appliances. Each Owner shall be responsible for purchasing and maintaining liability insurance covering his Lot and Dwelling.
5. If any Dwelling located on a Lot is destroyed by fire or other casualty, all rubbish and debris shall be removed with promptness after such fire or other casualty. In no event shall debris or rubbish remain on a Lot longer than one (1) month after such fire or other casualty. Provided, however, no such removal or demolition shall be required if prohibited by court order or if a legal or insurance investigation concerning such fire or casualty is ongoing.

#### **L. RESTRICTIONS ON USE AND OCCUPANCY**

1. Each Lot shall be used for single family residential purposes only and no more than one single family may occupy a Lot at any one time.
2. No building or structure intended for or adapted to business purposes shall be erected, placed, permitted or maintained on such premises or on any part thereof.
3. Any single family Dwelling shall contain a minimum of 1,600 heated square feet. No Dwelling will exceed two (2) stories in height.
4. All Dwellings must adhere to the architectural requirements established by the Committee described in Exhibit B.
5. All building setback lines/requirements are as shown on the subdivision plat.
6. The division of Lots is permissible provided that the number of lots in the Subdivision is not increased (i.e. portions of Lots are combined with other lots or the portions of Lots to form a new Lot). Any Lot which is created by the combination of one or more Lots or portions thereof shall only be considered one Lot under the Declaration notwithstanding the fact that it may contain more than one Lot. Lots that have been divided are still subject to Quarterly General Assessments as per Section E. Any drainage or utility easement which runs along the side lot lines of a Lot automatically shall be relocated to the new side lot lines of any new or resultant Lot. If the drainage or utility easement is already in use, the Owner combining the lots shall pay for the relocation of such drainage or utility easements and the lines and pipes using such. No structures other than structures approved by the Committee shall be erected on any Lot.
7. Structures appurtenant to the Dwelling shall not be permitted without the written approval of the Committee. Appurtenant structures shall be of like materials, construction methods, design and techniques as the residential dwelling. No appurtenant structures shall be constructed of metal, tin or aluminum and no appurtenant structures shall be permitted on a Lot until such time that a Dwelling has been constructed on the Lot. No carports shall be permitted on any Lot. Gazebos or pergolas may be allowed on the rear of the lot if approved by the Corporation.
8. No fences shall be permitted on any Lot unless approved by the Corporation. Fencing shall **only** be permitted on the rear of the Dwelling and will be limited to the area immediate behind the Dwelling. No fence shall be installed on property lines to establish boundaries. Approved fences will not exceed four (4) feet maximum height of which three (3) feet at the bottom is permitted to be solid with the optional remaining top one (1) foot to be open. No wood, chain link or split rail fencing will be permitted on any Lot. No temporary fencing shall be permitted on any Lot.
9. No owner shall alter or change landscaping on any Lot without prior written consent of the Committee. The removal of trees and shrubbery requires written consent of the Committee. The

addition of gardens, trees, shrubs and other greenery planted on a Lot by any person other than the Declarant or the lawn maintenance persons hired by the Corporation requires Committee approval.

10. An Owner may lease or sublease his Lot at any time and from time to time provided that the lease agreement provides that the rights of any lessee or sublessee of the Lot shall be subject to, and each such lessee or sublessee shall be bound by the provisions set forth in this Declaration, the Bylaws and the rules and regulations of the Subdivision; provided, however, the foregoing shall not impose any direct liability on any lessee or sublessee of a Lot to pay any monthly general or special assessments on behalf of the Owner. No short-term leases or leases of a temporary measure will be permitted on any Lot. All leases must be for a minimum of one (1) consecutive year.
11. Without the prior written consent of the Committee, nothing shall be done or kept in any Dwelling or on any Lot which will substantially increase the rate of insurance applicable to similar buildings. No Owner shall permit anything to be done or kept in his Dwelling or on his Lot which will result in the cancellation of insurance on his Dwelling or of that of any of his neighbors. No waste may occur in the Community Use Areas.
12. All motor vehicles of any type kept within the Subdivision shall have current registration. The only motor vehicles which shall be allowed to remain overnight on the Lots are automobiles, pickup trucks, vans, stepvans, and motorcycles. Except for trucks used in the construction of a dwelling which are not left on a Lot for more than seventy-two (72) hours, no trucks or other motor vehicles in excess of three-quarter-ton load capacity shall be parked or kept overnight or longer within the Subdivision. Notwithstanding any provisions contained herein, no motor vehicles may be parked or stored on a Lot until a Dwelling has been constructed on the Lot except for trucks and automobiles being used in construction of the Dwelling as otherwise permitted herein. No boats, motor homes, campers, trailers or recreational vehicles may be parked or stored on a Lot or in the Subdivision. No stripped, partially wrecked, disabled or junked motor vehicles or any part thereof shall be permitted to be parked or kept on any Lot or on the Community Use Areas. No Lot shall have more than three (3) motor vehicles parked on it for periods over three (3) weeks. No motor vehicles of any type shall be parked overnight on any street in the subdivision.
13. No signs of any kind shall be displayed to the public view on any Lot except:
  - a. Signs used by the Declarant or its agent to advertise the property during the construction and sales period.
  - b. One (1) sign not more than four (4) square feet in size advertising the property for sale or rent.
  - c. Additional restrictions on signs are set forth in Section J.
14. No outdoor poles or clotheslines, shall be erected or permitted on any Lot.
15. All flagpoles of any type must be approved by the Committee. Approved flagpoles may display a maximum of two (2) flags. Flags approved for display include American, state, City of New Bern, college and/or current American military branch. No political flags or banners may be erected or displayed on any Lot.
16. No trash including but not limited to recyclables, ashes, garbage, compost or other refuse shall be dumped, stored or accumulated on the exterior of any Dwelling except in receptacles specifically provided for such which are regularly emptied by a trash collection service. The design and location of all exterior garbage receptacles shall be approved by the Committee.
17. All Lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted. The Committee reserves the right to have the Lot maintained at Owners expense should Owner fail to do so.
18. No noxious or offensive activity shall be conducted upon any Lot and nothing shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This prohibition includes any activities within any structure, on any Lot, on any street or the

- Community Use Areas. The Committee may find any conduct or use of a Lot to be a nuisance notwithstanding the fact that such conduct is not specifically prohibited by the provisions of the Declaration or by an adopted rule. The Committee will give written notice to the offending Owner specifying the nature of the nuisance and requesting that such nuisance be terminated. If such nuisance is not terminated within a reasonable time thereafter, the Committee may, in addition to any other remedy, impose a fine pursuant to the provisions of N.C.G.S. §47F-3-107.1.
19. No animals, livestock, exotic pets, reptiles, birds or poultry of any kind shall be kept or maintained on any Lot or in any Dwelling except dogs and cats provided they are not kept or maintained for commercial purposes. A maximum of two (2) dogs and two (2) cats per lot will be permitted including temporary pets, such as, foster pets and/or visiting pets. Such pets must be physically confined to the Lot they live on unless they are on a leash and accompanied by a human. Animals or pets which run at large are a nuisance and are prohibited. Additional restrictions:
    - a. No tethered pets.
    - b. No dog houses, dog runs, cat houses or any other outside structure to house pets unless such has been approved by the Committee.
    - c. Cats and dogs must be fully vaccinated.
  20. The provisions of this Section are subject to the condition that for so long as the Declarant retains any Lot or any portion of the property in the Subdivision, whether shown and delineated on the aforesaid plat or later annexed into the Subdivision, which has not been sold, leased, rented, or otherwise conveyed, the Declarant is hereby expressly permitted to maintain signs on the Community Use Areas.
  21. Subject to the provisions of this Declaration, the Articles and the Bylaws, the Board of Directors shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the Community Use Areas. Such rules and regulations, along with all policy resolutions and policy actions taken by the Board of Directors shall be recorded in a Book of Resolutions, which shall be maintained at the Corporation's principal office and available for inspection by members and Owners during normal business hours.
  22. No outside radio or television antennas, satellite dishes, or towers of any kind, shall be erected on any Lot or Dwelling unless and until written permission for the same has been granted by the Committee. No radio station or shortwave operator of any kind shall operate from any Lot or Dwelling without the prior written consent of the Committee.
  23. No manufactured home, mobile home, modular home, trailer, temporary house, tiny home, barndominium, treehouse, temporary structure shall be placed on or erected on a Lot; provided, however, the Committee may grant permission for the placement of a temporary structure on a Lot for storage of materials during the construction period. No such temporary structure shall be used at any time as a dwelling.
  24. Once construction of improvements is started on any Lot, improvements must be substantially completed in accordance with the plans and specifications as approved by the Committee within twelve (12) months from commencement. Provided, however, this restriction shall not be applicable to Declarant.
  25. No residence shall be occupied until the same has been substantially completed and a Certificate of Occupancy has been issued by the appropriate governmental authority.
  26. No structure which is erected upon a Lot may be used as a temporary or permanent sales office. Any structure constructed, placed or erected on a Lot which is temporarily or permanently manned by a sales staff shall be a violation of this restriction. Provided, however, Declarant shall be entitled to maintain a model home and/or sales office on any Lot that Declarant owns or leases.
  27. All electric, cable TV, telephone lines and fiber optic cables shall be installed underground.
  28. Driveway pipe sizes shall be at a minimum 15" for all lots. Driveway pipe inverts and grade shall be set by a Professional Land Surveyor or Professional Engineer in accordance with the ditch grade as shown on plans as prepared by Thomas Engineering, PA entitled "Site Improvements for

The Villages on Canterbury” dated 1/28/2022, a copy of which resides with the The Village on Canterbury Homeowners Association, Inc. Driveways must be approved by the Architectural Control Committee. Driveway culverts and headwalls, including materials selection, shall be finished with uniform materials in a design approved by the Architectural Control Committee. Driveways shall comply with North Carolina Department of Transportation standards.

29. Additional restrictions on use and occupancy of Lots are contained in Section J.

#### **M. INTENTIONALLY OMITTED.**

#### **N. WAIVERS**

No provision contained in the Declaration, the Articles or the Bylaws, shall be deemed to have been waived, abandoned or abrogated by reason of failure to enforce them on the part of any Person as to the same or similar future violations.

#### **O. VARIANCES**

The Corporation in its sole discretion may allow reasonable variances and adjustments in the restrictions contained herein in order to alleviate practical difficulties and hardship in their enforcement and operation. Any such variances shall not violate the spirit or the intent of the Declaration.

Upon granting a variance, the Corporation shall a written variance prepared and signed and recorded in the Craven County Register of Deeds Office.

#### **P. DURATION AMENDMENT AND TERMINATION**

1. The restrictions contained in this Declaration shall run with and bind the Lots and Community Use Areas until January 1, 2044, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended in full or part by an instrument signed by not less than two-thirds (2/3) of the Owners; provided, that no amendment shall:
  - a. Alter any obligation to pay ad valerian taxes on the Community Use Areas;
  - b. Alter any obligation to pay assessments for street lighting as herein provided;
  - c. Alter any obligation to pay assessments for street lighting as herein provided;
  - d. Affect any lien for the payment of same;
  - e. Modify any provision contained herein which specifically requires the consent of another party to modify such provision without the required consent of such other party. Provided, however, as long as Trent Utilities, Inc. owns at least one (1) Lots in total, Trent Utilities, Inc. may amend this Declaration without the consent of any other member or party. To be effective any amendment must be recorded in the Craven County Register of Deeds Office.
2. Invalidation of any of the Declaration by judgment or court order shall in no way affect any other provision of the Declaration which shall remain in full force and effect.
3. Notwithstanding any other provisions of this Declaration, Declarant may amend this Declaration without the consent of any Owners if such amendment is required by any governmental agency for governmental approval. Declarant shall notify all Owners of such amendment after it has been recorded.

#### **Q. COMMUNITY USE AREAS: PRIVATE**

1. Every Community Use Area and any facility thereon is private. Neither the Declarant's execution or recording of the plat nor any other act of the Declarant with respect to the property is or is intended to be or shall be construed as a dedication to the public of any of the Community Use Areas. An easement for the use and enjoyment of each of the areas designated as Community Use Areas is reserved by the Declarant, its successors and assigns.
2. All Community Use Areas shall be owned by the Corporation and shall be acquired by the Corporation free and clear of all liens and encumbrances except pro rata ad valorem real property taxes for the year of conveyance, reasonable drainage and utility easements, easement rights specified herein and this Declaration.

## **R. REMEDIES**

Subject to the provisions of Sections H, enforcement of the Declaration shall be by a proceeding at law or in equity against any Person or Persons violating or attempting to violate any covenant or condition, either to restrain violation thereof or to recover damages therefore.

## **S. ACCEPTANCE**

1. The grantee of any Lot subject to, the coverage of the Declaration, by acceptance of a deed conveying title thereto, or by the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such Lot, shall accept such deed or contract upon and subject to each and all of the Declaration herein contained and also the jurisdiction, rights and powers of Declarant and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant and the Corporation and to and with the grantees and subsequent owners of each of the Lots to keep, observe, and comply with said Declaration.
2. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors and assigns, all of the risks and hazards of ownership or occupancy attendant to such Lot, including but not limited to its proximity to any Community Use Area, water or other recreational facility.

## **T. APPLICABILITY**

The Declaration shall only apply to the Lots and Community Use Areas specified herein or hereinafter annexed into the Subdivision. The Declaration are specifically not applicable to any other property designated on the plat or any numbered lots not defined herein and/or not annexed into the Subdivision.

## **U. CAPTIONS**

The captions preceding the various Sections of the Declaration are for the convenience of reference only, and shall not be used as an aid in interpretation or construction of the Declaration. As used herein, the singular includes the plural and where there is more than one Owner of a Lot, said Owners are jointly and severally liable for the obligations herein imposed. Throughout this Declaration, references to the masculine shall be deemed to include the feminine, the feminine to include the masculine and the neuter to include the masculine and feminine.

## **V. NOTICE**

All notices provided for or permitted pursuant to the Declaration shall be in writing and, except as is herein expressly otherwise provided, notice shall be deemed sufficient and service thereof completed upon transmittal by email, facsimile, hand-delivery or receipt, refusal or nondelivery of same when

mailed postage prepaid to the party to or upon whom notice is being given or served at the address of such party last reflected on the records of the Corporation.

#### **W. STORMWATER MANAGEMENT**

1. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW7220309, as issued by the Division of Energy, Mineral and Land Resources (the "Division") under 15A NCAC 02H.1000, effective January 1, 2011.
2. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.
3. These covenants are to run with the land and be binding on all persons and parties claiming under them.
4. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the Division.
5. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division.
6. The maximum built-upon area (BUA) per lot is 4,500 square feet. This allotted amount includes any BUA 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 not shown on the approved plans. BUA has the same meaning as G.S. 143-214.7, as amended.
7. The maximum allowable BUA shall not be exceeded on any lot until the permit is modified to ensure compliance with the stormwater rules, permit, and the approved plans and specifications.
8. Filling in, piping or altering any vegetated conveyances (ditches, swales, etc.) associated with the development, except for average driveway crossings, is prohibited by any persons.
9. A 50-foot wide vegetative setback must be provided and maintained adjacent to all surface waters in accordance with 15A NCAC 02H.1003(4) and the approved plans.
10. All roof drains shall be released no closer than at the edge of the 50-foot wide vegetated setback and allowed to flow through the setback as dispersed flow. At no time shall stormwater runoff be piped into or through the setback.
11. Any individual or entity found to be in noncompliance with the provisions of a stormwater management permit or the requirements of the stormwater rules is subject to enforcement procedures as set forth in NCGS 143, Article 21.
12. The Operation & Maintenance Agreement attached hereto as Exhibit C is incorporated herein as if fully set forth.
13. At such time that Declarant desires to transfer the above-referenced stormwater permit, the Corporation shall accept such permit transfer and shall cooperate fully with Declarant and take all necessary action to have said permit transferred to the Corporation.

**X. RESERVATION OF SPECIAL DECLARANT RIGHTS.** Declarant reserves the right to maintain sales and management offices, model units, construction trailers, storage or staging areas, and advertising signs upon Lots or the Common Areas and upon Lots owned by it until the expiration of the Development Period and to exercise all other "Special Declarant Rights" as defined in the North Carolina Planned Community Act. Without limiting the foregoing, and notwithstanding anything herein to the contrary, during the Development Period, Declarant shall have the right to annex additional Lots or Common Areas into the Subdivision by filing a supplement to this Declaration in the Craven Public Registry together with an amendment to the Plat (if applicable). Such additional Lots or Common Areas need not be contiguous to the Property. Declarant shall have the right to assign all or a portion of any rights or easements reserved herein by a written assignment thereof, recorded in the Craven Public Registry.

#### **Y. SEDIMENTATION AND EROSION CONTROL**

1. The Declarant's State approved Erosion and Sedimentation Control Plan does not include approval of land disturbing activities associated with any Lot.
2. Lot Owners or their agents shall comply with the North Carolina Sedimentation Pollution Control Act and the erosion control ordinances of the Town of Trent Woods.
3. Lot Owners or agents of the Lot Owners shall provide and maintain buffer zones sufficient to restrain visible sedimentation, between the land disturbing activity and any adjacent property, including the street right of way and watercourse.
4. The Lot Owners or agents of the Lot Owners prior to commencing any land disturbing activities shall install a construction exit which shall consist of 6-inch depth of 2-3 inch course aggregate base.
5. New and affected cut and filled slopes must be at an angle that can be retained by vegetative cover, and must be provided with a ground cover sufficient to restrain erosion within the shorter of fifteen (15) working days or thirty (30) calendar days of the completion of any phase (rough or final) of grading. Rye grass is not an acceptable substitute for the providing of temporary or permanent ground cover.
6. The Lot Owners or agents of the Lot Owners within the shorter of fifteen (15) business days or thirty (30) calendar days after completion of construction must provide a permanent ground cover sufficient to restrain erosion.
7. During construction of driveways or land-disturbing activities on building Lots or street right of ways in front of Lots. Lot Owners or agents of the Lot Owners undertaking such activities shall be responsible for damage to roadways and for installing erosion control devices to prevent accelerated erosion and sedimentation of water sources. These devices if required by any governmental authority or by Declarant shall be constructed and maintained in accordance with the then current ordinances and regulations of the governmental authority having jurisdiction thereof. No construction debris shall be placed or dumped on any street right of way. Any ground cover or drainage system located within rights of way of streets which are disturbed during construction activity shall be re-established by the Lot Owners responsible for such activity.

#### **Z. LIBERAL CONSTRUCTION**

The provisions of this Declaration shall be construed liberally to effectuate its purpose of creating a Subdivision of fee simple ownership of lots with Community Use Areas governed and controlled by rules, regulations, restrictions, covenants, conditions, reservations and easements administered by an Owners' Association with each Owner entitled to and burdened with various rights and easements.

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Page 1918

IN WITNESS WHEREOF, Declarant hereby executes this Declaration the day and year first above written.

TRENT UTILITIES, LLC

BY: *Paul W. Crayton, Jr.*  
PAUL W. CRAYTON, JR., Manager

STATE OF NORTH CAROLINA

COUNTY OF Craven

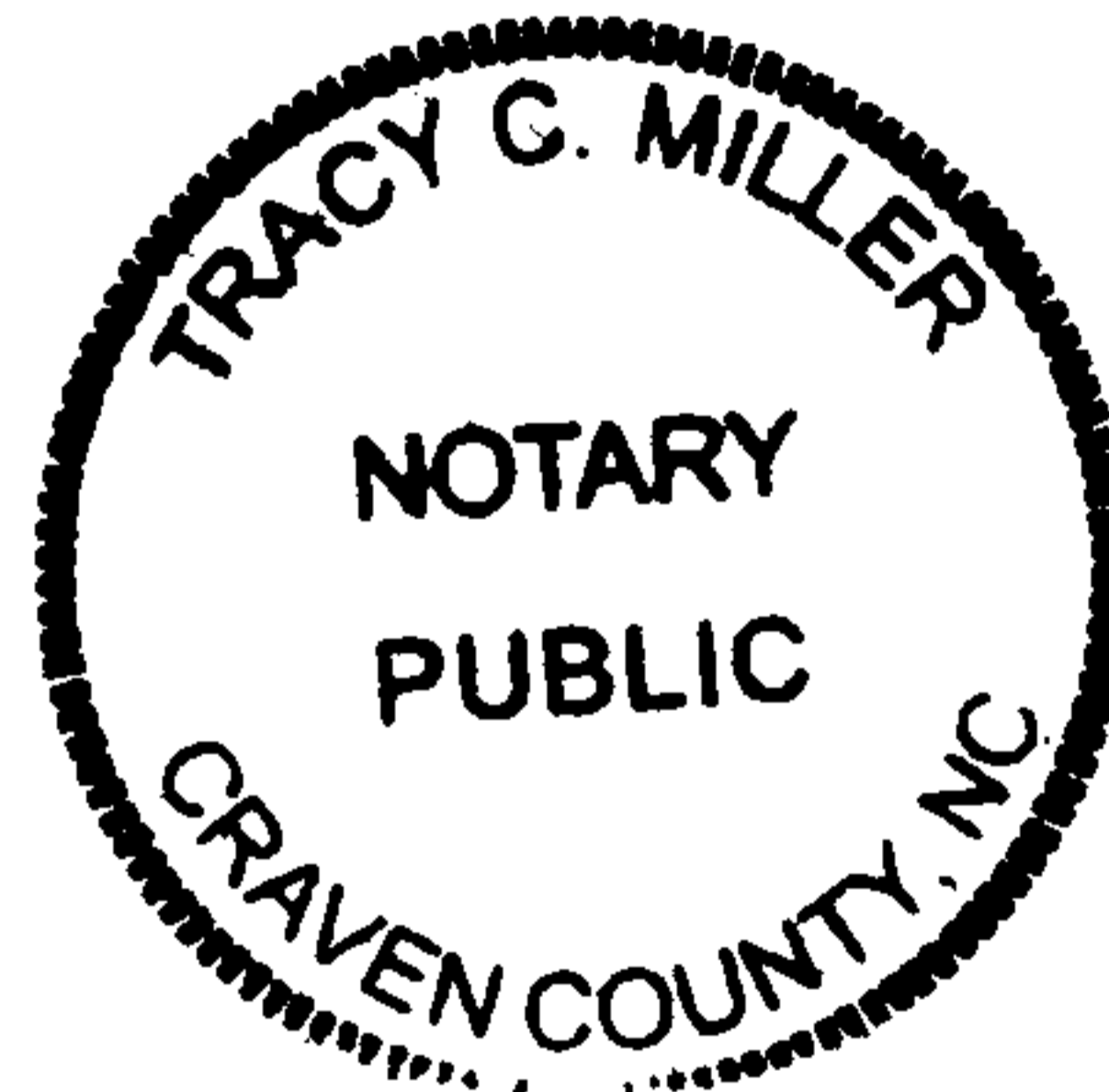
I, Tracy C. Miller, a Notary Public of said County and State certify that PAUL W. CRAYTON, JR. being personally known to me or identified by satisfactory evidence, came before me this day and acknowledged that he is President of TRENT UTILITIES, INC., a North Carolina corporation, and that by authority duly given, he voluntarily executed the foregoing instrument, as the act of such corporation.

Witness my hand and seal this 11 day of October, 2023.

[SEAL]

*Tracy C. Miller*  
NOTARY PUBLIC

My Commission Expires: 3/7/2026



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Page 1919

EXHIBIT A  
(Community Use Areas)

All that area designated as "COMMON AREA A" and "COMMON AREA B" as specified shown on the map referenced herein recorded in Plat Cabinet J, Slide 65 F-G, Craven County Register of Deeds Office.

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EXHIBIT B  
(Architectural Requirements)

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Page 1921

## EXHIBIT B

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### WINDOWS

- No black windows

### SIDING

- Brick, cement board, stone or comparable material (subject to approval).
- No aluminum siding or raw wood.

### RAISED SLAB

- Brick or stone foundation skirt around the entire building.
- Minimum two (2) blocks high above grade (approximately 16”).

### GARAGE

- Carriage-style garage doors.
- No double garage doors. A two-car garage must have two separate garage doors, one for each vehicle.
- Maximum two-car attached garage.
- The Committee must approve detached garages.
- Detached garages must match the style of the house.
- Detached garages must be conventionally built.

### FENCING

- Aluminum, wrought iron, stainless steel or vinyl fencing (subject to approval).
- Vinyl fencing must be white.
- No wood or chain link fencing.
- Maximum fence height 4’.
- Installed fencing must step down to follow the terrain. The top of fence panels to be level.

### FRONT PORCH

- Must face the street.
- Must be large enough to have two chairs.
- Finished porch flooring must be brick, stone, tile or stamped concrete.
- No raw concrete.
- No painted concrete.

### LAMP POSTS

- Must match the style of the house.

#### FRONT ELEVATION

- Traditional Style: Craftsman, Cottage, English, French, Low Country, Victorian, Colonial, Cape Cod, Tudor.
- No Modern or Contemporary Style homes.
- Must be approved by the Committee.

#### DRIVEWAYS

- Driveways must be concrete.

#### SOLAR PANELS

- Solar panels are not permitted on the front elevation.

#### MISCELLANEOUS

- No satellite dish and/or antenna can be placed anywhere visible from the street.

**EXHIBIT C**  
**(Operation & Maintenance Agreement)**

**Book 3778**  
**Page 1924**

# Operation & Maintenance Agreement

Project Name: **The Villages on Canterbury**  
Project Location: **New Bern, NC**

## Cover Page

Maintenance records shall be kept on the following SCM(s). This maintenance record shall be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired, or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the pollutant removal efficiency of the SCM(s).

The SCM(s) on this project include (check all that apply & corresponding O&M sheets will be added automatically):

Infiltration Basin	Quantity:		Location(s):	
Infiltration Trench	Quantity:		Location(s):	
Bioretention Cell	Quantity:		Location(s):	
Wet Pond	Quantity:		Location(s):	
Stormwater Wetland	Quantity:		Location(s):	
Permeable Pavement	Quantity:		Location(s):	
Sand Filter	Quantity:		Location(s):	
Rainwater Harvesting	Quantity:		Location(s):	
Green Roof	Quantity:		Location(s):	
Level Spreader - Filter Strip	Quantity:		Location(s):	
Proprietary System	Quantity:		Location(s):	
Treatment Swale	Quantity:		Location(s):	
Dry Pond	Quantity:		Location(s):	
Disconnected Impervious Surface	Present:	No	Location(s):	
User Defined SCM	Present:	No	Location(s):	
Low Density	Present:	Yes	Type:	Vegetated swales/roadside ditches

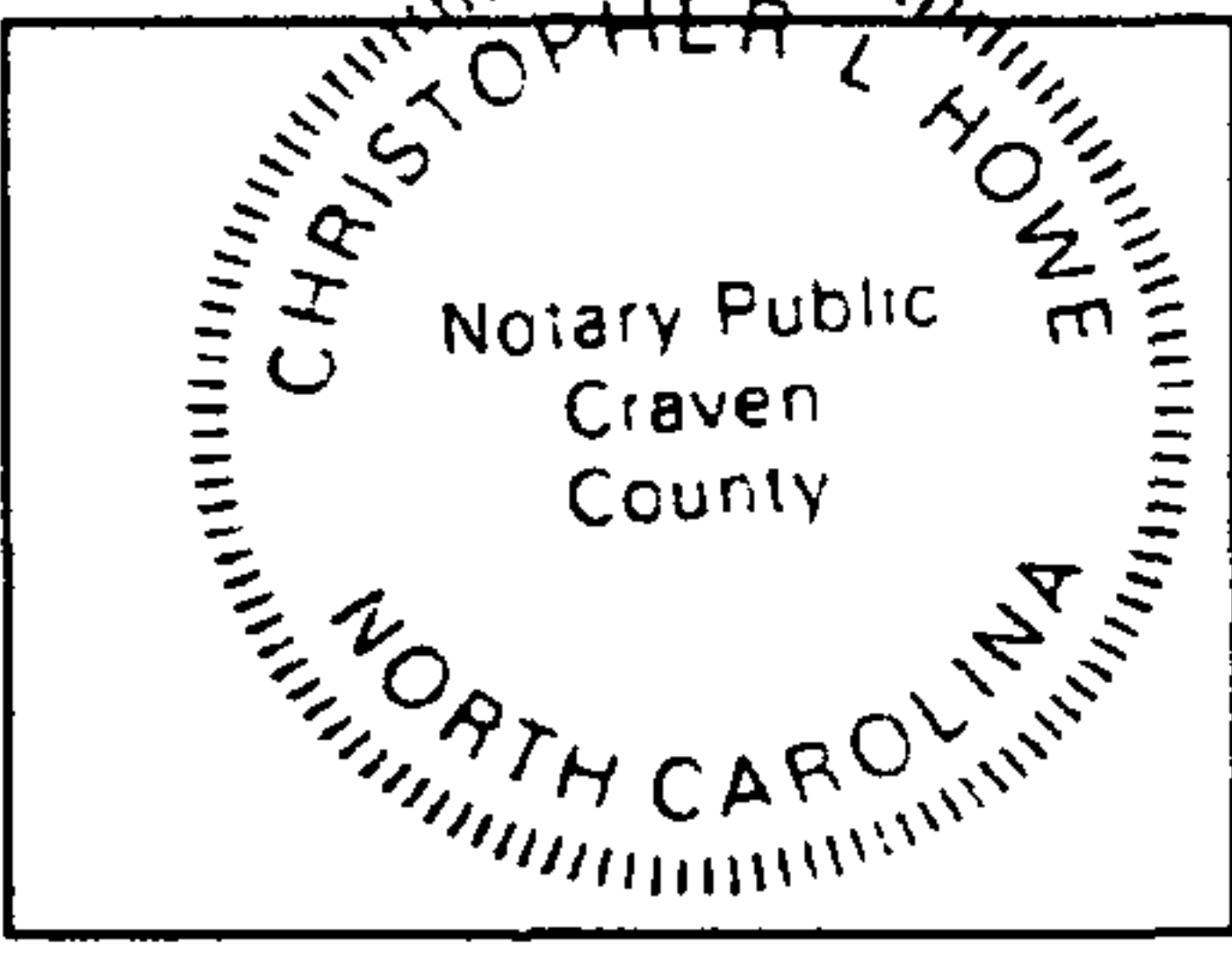
I acknowledge and agree by my signature below that I am responsible for the performance of the maintenance procedures listed for each SCM above, and attached O&M tables. I agree to notify NCDEQ of any problems with the system or prior to any changes to the system or responsible party.

Responsible Party:	<b>Paul W. Crayton, Jr.</b>
Title & Organization:	<b>President - Trent Utilities, Inc.</b>
Street address:	<b>905 Hampton Way</b>
City, state, zip:	<b>New Bern, NC 28562</b>
Phone number(s):	<b>252.638.8094</b>
Email:	

Signature:  Date: 3-9-2022

I, Christopher Lee Howe, a Notary Public for the State of North Carolina  
County of Craven, do hereby certify that Paul W. Crayton, Jr.  
personally appeared before me this 9 day of March and  
acknowledge the due execution of the Operations and Maintenance Agreement.

Witness my hand and official seal,  Book 3778  
Page 1925



Seal My commission expires 11-06-2022

**Low Density Maintenance Requirements**

Important maintenance procedures:

- The drainage area to the vegetated conveyance or vegetated receiving area will be carefully managed to reduce the sediment load to the vegetated conveyance or vegetated receiving area.
- After the initial fertilization to establish the grass in the vegetated conveyance or the vegetated receiving area, fertilizer will not be applied to the vegetated receiving areas.

The vegetated conveyance or vegetated receiving area will be inspected **quarterly**. Records of operation and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How to remediate the problem:
Vegetation	Vegetation is too short or too long.	Maintain grassed vegetation such that the swale or vegetated area does not erode during the peak flow from the 10-year storm
Vegetated receiving areas	Trash/debris is present.	Remove the trash/debris.
	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then re-sod (or plant with other appropriate species) and water until established. Provide lime and a one-time fertilizer application.
	Trees and/or other woody vegetation are present in the swale.	Remove the trees and woody vegetation from the swale, regrade the swale if necessary and re-establish grass as shown on the approved plans.
Vegetated conveyances / swales / roadside ditches (other than curb outlet swales)	Trash/debris is present.	Remove the trash/debris.
	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then re-sod (or plant with other appropriate species) and water until established. Provide lime and a one-time fertilizer application.
	Sediment covers the grass at the bottom of the swale.	Remove sediment and dispose in an area that will not impact streams or SCMs. Re-sod if necessary.
	The side slope is steeper than the approved configuration.	Regrade the slopes to the permitted configuration per the approved plan and reestablish vegetation. If as-built or existing conditions do not allow the slopes to be regraded, contact the applicable permitting agency.
	Grass is dead, diseased or dying.	Determine the source of the problem: soils, hydrology, disease, etc. Remedy the problem and replace plants. Provide a one-time fertilizer application to establish the ground cover if necessary.
	Trees and/or other woody vegetation are present in the vegetated conveyance.	Remove the trees and woody vegetation from the vegetated conveyance, regrade the vegetated conveyance if necessary and re-establish grass as shown on the approved plans.

<b>The outlet device (if applicable)</b>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
<b>The receiving water</b>	Erosion or other signs of damage have occurred at the outlet.	Repair the damage and improve the flow dissipation structure.
	Discharges from the site are causing erosion or sedimentation in the receiving water.	Contact the local NCDEQ Regional Office.

CONSENT OF MORTGAGEE

TRUIST BANK, a North Carolina banking corporation and the holder of those Deeds of Trust recorded in the Office of the Craven County, North Carolina Register of Deeds, in Book 3714, Page 1173, and Book 3774, Page 835, hereby consents to the execution and delivery of the foregoing Declaration of Covenants, Conditions, Restrictions and Easements of the Village On Canterbury, with exhibits thereto (the "Declaration"), and to the filing thereof, in the office of the Register of Deeds of Craven County, North Carolina, and further subject and subordinate the above-described deed of trust to the provisions of the foregoing Declaration with attached exhibits (including, without limitation, any easements reserved therein).

IN WITNESS WHEREOF, TRUIST BANK, by its authorized officer has caused this Consent to be executed this 11 day of October, 2023.

TRUIST BANK

By: Amy Still  
Name: Amy Still  
Title: SVP

STATE OF NC

COUNTY OF Craven

I, Kristie I. Copsey, a Notary Public of the aforesaid County and State, certify that Amy Still personally came before me this day and, being duly sworn, acknowledged that he/she is SVP President of TRUIST BANK, a North Carolina banking corporation and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him/her in behalf of said corporation by its authority duly given and the SVP President acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and seal this 11th day of October, 2023.

[NOTARY SEAL]

Kristie Copsey  
Notary Public

My Commission Expires: 8/1/26

**KRISTIE I COPSEY**  
Notary Public  
Craven Co., North Carolina  
My Commission Expires Aug. 1, 2026