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Nash County North Carolina
Sandra D. Davis Register of Deeds

BK 3466 PG 85 - 89

NORTH CAROLINA
NASH COUNTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LANCASTER PLACE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LANCASTER PLACE made on the 30th day of January, 2026 by EAST COAST TIMBERLAND, INC., a North Carolina corporation, hereinafter referred to as the "Declarant."

WITNESSETH:

Declarant hereby directs that the following described Lancaster Place real property lots are subject to these Covenants, Conditions and Restrictions:

- a. Being all of Lots 1-12, inclusive, as shown on plat entitled "Revised Major Final Plat Section 1 Lancaster Place" of record in Map Book 46, Page 275, Nash County Registry; and
- b. These lots are and shall be held, transferred, and sold subject to the covenants, conditions and restrictions set out herein, which covenants, conditions and restrictions shall be in effect and shall run with the land for the period stated herein. No land other than that hereinabove described shall be deemed to be subject to these covenants, conditions and restrictions, except by written declaration to that effect as provided herein.
1. These covenants, conditions and restrictions are made (1) for the purpose of insuring the best use and most appropriate development and improvement of the property and each building site in the subdivision; (2) to protect the owners of the building sites against improper use of surrounding building sites as will depreciate the value of each; (3) to preserve, so far as practicable, the natural beauty of said property; (4) to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; (5) to obtain harmonious color schemes; (6) to insure the highest and best development of said property; (7) to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; (8) to secure and maintain proper set backs from streets, and adequate free space between structures; and (9) in general, to provide adequately for a high type and quality of improvements in said property, and thereby to enhance the value of investments by purchasers of building sites therein.

Submitted electronically by "Connor Bunn, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Nash County Register of Deeds.

2. Each lot shown on the recorded plat constitutes a residential building site and shall be used for residential purposes only, with the layout of such lots to be substantially adhered to. With the prior written approval of the Declarant or its designee and the Nash County Planning Department, the size, shape, and use of one or more lots as a single building site may be altered, provided that no re-subdivision results in an increased number of lots and that any permitted structure location is approved. Except as otherwise permitted herein, no residential structure shall be erected or rebuilt on a building site containing less than 1,500 square feet of heated floor space.
3. No mobile homes, manufactured or modular homes are permitted.
4. No chain link fences are allowed.
5. All roofs must be shingled in architectural shingles.
6. No building shall be constructed so as to violate front, side and rear set back requirements of 35 feet front; 20 foot side and 30 foot rear as shown on the subdivision plat recorded in Map Book 46, Page 275, Nash County Registry. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building; provided, further, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
7. No trade material or inventory shall be stored on the premises in such fashion as they would be visible from the portion of the road immediately abutting said lot.
8. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, other than as provided for herein.
9. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to a reasonable neighbor or neighborhood.
10. After the construction on any dwelling located in the subject subdivision is complete, then no truck larger than 1 ton shall remain parked on the premises of any dwelling or on subdivision streets in front of any dwelling overnight.
11. No business activities of any kind shall be conducted in any building or on any portion of a Lot and no trade materials or inventory shall be stored thereon; provided, however, an Owner or resident occupant thereof may use a portion of his residence for an office or for a home-based business, provided that the activities conducted therein are in compliance with all city ordinances, do not interfere with the quiet enjoyment or comfort of any other Owner, do not involve the personal services of any Owner or resident occupant to a customer or other person or client who comes to the property and which do not involve customer, or client, or delivery traffic to and from the property.
12. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that up to four (4) chickens and dogs, cats, or other usual household pets may be kept by Owners on their respective Lots, provided they are not kept, bred or maintained for any commercial purposes.
13. Once construction of a dwelling or other improvement is started on any lot, the improvements must be substantially completed within twelve (12) months from commencement. All lots and

areas under construction must be cleared of discarded materials and excess debris at least once a week.

14. During construction, each lot owner shall keep his building site free of tall grass, undergrowth, dead trees, trash and rubbish and shall keep said lot properly maintained so as to present a pleasing appearance. In the event lot owner does not properly maintain his building site, as provided, then the Owner may have the required work done and all costs incurred by the same shall be the responsibility of the lot owner and may act as a lien upon the lot until paid.
15. All dwellings and permitted structures erected or placed on any lot shall be constructed of materials of good grade, quality and appearance, and all construction shall be performed in good workmanship manner and quality. No previously constructed dwellings or used structures shall be located or relocated or placed on any lot and no structures shall have an exterior constructed of concrete blocks, asbestos or asphalt siding. Any outbuilding shall be of the same material, quality, general appearance and workmanship as the dwelling on the lot.
16. No carports are allowed. All driveways shall be concrete.
17. All lots, whether occupied or unoccupied, shall be well-maintained, and no unattractive growth or accumulation or rubbish or debris shall be permitted.
18. No trash, ashes, garbage or other refuse except as normally results from residential occupancy, shall be dumped or stored or accumulated on any lot or other area in the subdivision.
19. Any dwelling or improvement on any lot which is destroyed in whole or in part by fire or other casualty must be rebuilt forthwith, or all debris removed and the lot restored to a sightly condition with reasonable promptness; provided, however, that in no event shall such debris remain on such lot longer than 60 days from the date of the fire or other casualty.
20. Until such time as a municipal or other governmental garbage collection is available, all owners of the property subject to those restrictions shall be required to remove or cause to be removed all trash, refuse, debris and garbage from the lots in this subdivision no less than one time per week. Containers for the collection and removal of garbage, trash and other like household refuse shall be kept and maintained in a reasonable, sanitary, unoffensive and aesthetically pleasing manner and location.
21. No junked, stripped, wrecked, or inoperable dwellings, automobiles, or other motor vehicles—including junked or wrecked farm machinery or implements—shall be permitted on any Lot at any time. All motor vehicles of any type kept on any lot shall have current registration and inspection certificates. No unlicensed vehicle shall be allowed on any street or any lot or property.
22. All fuel storage tanks shall be installed and used in accordance with all governmental rules and regulations. All fuel storage tanks, outdoor receptacles for ashes, trash, rubbish or garbage shall be screened or so placed and kept as not to be visible to the occupant of other lots or the uses of any street recreation area in said subdivision.
23. No fuel shall be located or stored on any lot shown on said recorded plat except such sum as is reasonably necessary for residential heating purposes and the operation of equipment normally used in other petroleum type fuel, and not more than 1,000 gallons of LP gas located on any lot shown on said recorded plat. All LP gas tanks shall be buried.

24. No sign (excluding typical "For Sale" and building identification signs or similar signs not to exceed 2 feet by 3 feet, billboard or other advertising structure of any kind, except a sign erected by the Owner or builder to identify the development and advertise for sale lots, may be erected or maintained upon any lot; provided, however, that construction identification signs not to exceed 4 feet by 8 feet showing the lot number and name of the builder may be exhibited upon the lot during the period of construction.
25. No window unit or "through-the-wall" heating and/or air conditioning unit shall be installed or maintained in any structure in such manner as to be unpleasing to the eye, or a detraction to the overall appearance of the structure and adjoining lots, or unsightly to a reasonable person.
26. No clothes lines shall be allowed on any lot.
27. All telephone, electric and other utility lines and connections between the main utility lines and the residence and other dwellings located on each building site shall be concealed and located underground so as not to be visible.
28. These covenants shall run with the land and be binding on all parties and persons claiming under them until January 1, 2036 on which date they shall automatically extend for successive periods of ten (10) years.
29. Enforcement of these covenants shall be by proceedings at law or in equity by anyone owning property subject to these protective covenants against any person or persons violating or attempting to violate or to recover damages. In addition to all other amounts due on account of said violation or attempted violation, the Violating Party shall be liable to the parties enforcing the covenants for all reasonable attorney's fees and court costs incurred by the party seeking to enforce the covenants.
30. Invalidation of any one of these covenants by judgment or court order shall in no way affect any one of the other provisions, which shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN TESTIMONY WHEREOF, the party of the first part has hereunto set its hand and seal, the day and year first above written.

EAST COAST TIMBERLAND, INC.,
a North Carolina corporation

By: James T. Matthews (SEAL)
James T. Matthews, President

STATE OF NC
COUNTY OF Wilson

I, Emily M. Boyette, a Notary Public, in and for said County and State, do hereby certify that **James T. Matthews, President of EAST COAST TIMBERLAND, INC., a North Carolina corporation**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes expressed therein.

WITNESS my hand and Notarial Seal, this 30th day of January, 2026

Emily M Boyette
Notary Public

My Commission Expires: 5/18/30 Printed Name of Notary: Emily M. Boyette

