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Fee Amt: \$26.00 Page 1 of 7

Camden County North Carolina
Tammie Krauss, Register of Deeds
BK **445** PG **591 - 597 (7)**

Prepared by and return to:
Joseph Coppersmith
PO Box 176
Moyock NC 27958

NORTH CAROLINA
CAMDEN COUNTY

RESTRICTIVE COVENANTS
MAJOR SUBDIVISION OF
KEETER BARN LANDING LLC
AS RECORDED IN BOOK 394 PAGE 462
CAMDEN COUNTY REGISTER OF DEEDS

KNOW ALL MEN BY THESE PRESENTS:

That KEETER BARN LANDING LLC, herein sometimes referred to as "Developer", does hereby covenant and agree to and with all other persons, firms or corporations hereafter acquiring Lots 1 through 37 as shown on a certain plat prepared by Timmons Group, entitled, in part: "Major Subdivision of Keeter Barn Landing LLC" and recorded in the office of the Register of Deeds of Camden County, North Carolina in Map Book 394, PAGE 462 , that Lots 1 through 37 as shown on said plat shall be subject to the following restrictions as to the use thereof running with the properties by whomsoever owned, to wit:

1. **PURPOSE:** All lots shall be used for residential purposes only. No building shall be erected, altered, placed upon or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and one detached private garage for not more than three cars. However, it shall not be considered a violation of this restriction if any builder or developer maintains sample houses, warehouses, sales and administrative offices on any of the properties covered

by these restrictions so long as such builder has properties for sale or is servicing properties under warranties within the boundaries of adjoining property owned by developer.

2. APPROVAL OF CONSTRUCTION PLANS: All building plans for any improvement, including, but not limited to, homes, fences, outbuildings, garages, pools, hot tubs and driveways, must be approved by the Developer, or its assigns, in writing. Construction Plans must be submitted to the Developer or its assigns at least thirty (30) days prior to beginning construction.
3. MINIMUM SQUARE FOOTAGE: No dwelling shall be constructed or allowed to remain on said lots having less than 1,700 square feet of floor space in heated areas, exclusive of porches, exterior storage and attached garages. All dwellings shall have a garage of sufficient size to accommodate at least two standard size automobiles. If the garage is a detached garage, it shall be constructed of the same exterior building materials as the principal residence.
4. SETBACK REQUIREMENTS FOR SINGLE FAMILY DWELLINGS: No building shall be constructed on any lot closer than the setback requirements shown on the plat referenced above.
5. SETBACK REQUIREMENTS FOR PRIVATE GARAGE: All detached private garages shall be required to maintain at a minimum a ten (10) foot setback from the principal dwelling.
6. RESUBDIVISION OF LOTS: No lot shall be subdivided or recombined under any circumstance.
7. BOATS, TRAILERS AND CAMPERS: No boats, trailers or campers shall be parked, stored or allowed to remain in front of the rear building line of the dwellings constructed on the lots. Up to 1 EACH (1) licensed boats, trailers or campers shall be permitted on each lot provided that no portion of the boat, trailer or camper is stored in front of the rear building line of the dwelling constructed on the lot. On all corner lots, no boats, trailers or campers shall be parked, stored or allowed to remain in front of the rear building line of any house nor shall any boats, trailers or campers be parked, stored or allowed to remain closer to the side street curb than the side line of any house.
8. NO OFFENSIVE ACTIVITY: No noxious or offensive activity shall be carried on or conducted upon the lots nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. The discharging of firearms within the subdivision is specifically prohibited unless for the protection of person or property. No all-terrain vehicles, motorcycles, go-karts or other similar unlicensed vehicles shall be operated on any lot or on any street or any other area within the subdivision.

9. LOT MAINTENANCE: Each lot owner shall keep lots free of tall grasses, dead trees, trash and rubbish and shall properly maintain the lot, so as to present a well kept appearance.
10. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.
11. CONSTRUCTION ON LOT: No mobile home, trailer, doublewide mobile home, prefabricated home, modular home or pre-existing home of any type, kind or description shall be placed upon or allowed to remain on any lot of the subdivision lots. It being the express intent of this provision that only site-built dwellings and private garages be allowed and all dwellings and private garages be constructed on site.
12. FOUNDATIONS: All homes shall be constructed on a raised slab or crawl space foundation with brick or brick veneer exposure at all elevations.
13. ROOF: All homes shall have at least an 7/12 pitch on the main roof and the front elevation shall have at least three total roof changes. (For example, a gable roof with two dormers or two reverse gables would qualify.)
14. FRONT PORCH: All homes shall have a covered masonry front entry porch.
15. GARAGES: All dwellings shall have a garage of sufficient size to accommodate at least two standard size automobiles. If the garage is a detached garage, it shall be constructed of the same exterior building materials as the principal residence. No metal buildings will be allowed as a construction method for detached garages.
16. DRIVEWAYS AND WALKWAYS: Prior to commencement of construction of improvements or clearing of any lot, other than by hand, the owner shall place a temporary or permanent driveway to provide entry to the lot from the road. All permanent driveways are to be completed by the completion date of construction and are to be constructed of concrete or concrete equivalent of a permanent nature. All driveway culverts to be installed to meet specifications of North Carolina Department of Transportation. All homes shall have a four (4) feet wide concrete or concrete equivalent walkway from the driveway to the front porch steps.
17. TEMPORARY STRUCTURES: No structure of a temporary character shall be placed upon any portion of any lot. Temporary shelters, tents, travel trailers, campers or self-propelled mobile homes shall not at any time be used as temporary residence. Campers, travel trailers, boat trailers, self-propelled mobile homes and other vehicles of that nature may be stored on a lot, provided they do not constitute a visual nuisance

and are stored in compliance with the setback requirements of stated herein on a lot with an existing dwelling.

18. TIME OF CONSTRUCTION: Any construction of a dwelling or private garage situated on any lot shall be completed within one year of the date of the commencement of construction.
19. SIGNS: No signs of any kind shall be displayed to public view on any lot except a sign of not more than 5 square feet advertising the property for sale or rent or signs used by a contractor during the construction period. This provision shall not apply to the developers for a period of eighteen months after the recordation of the subdivision plat.
20. UTILITIES: All telephone, electric and other like utility lines and connections between the main utility lines and residences shall be underground.
21. EASEMENTS: Developers reserves unto itself a 15 foot easement along and adjacent to all street right of ways. And a 10 foot easement along all side and rear lot lines for the installation and/or maintenance of drainage ditches or other drainage facilities and for the installation and maintenance of utilities for electric, telephone, cable television and water lines.
22. LOT COVERAGE: No more than 5000 square feet of any lot shall be covered by structures and / or paved surfaces, including walkways or patios of brick, stone, slate or similar materials. This covenant is intended to insure continued compliance with stormwater runoff rules adopted by the State of North Carolina and therefore the State of North Carolina may enforce benefits. Reference is further made to NCDEQ Stormwater Permit No. SW7230201

- i. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW7230201, as issued by the Division of Energy, Mineral and Land Resources (the "Division") under 15A NCAC 02H.1000, effective January 1, 2017.
- ii. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.
- iii. These covenants are to run with the land and be binding on all persons and parties claiming under them.
- iv. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the Division.
- v. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division.
- vi. The maximum built-upon area (BUA) per lot 5,000 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.
- vii. 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.
- viii. All runoff from the BUA on the lot must drain into the permitted system. This may be accomplished via grading, a stormwater collection system and/or a vegetated conveyance.
- ix. 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.
- x. 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.

23 SWIMMING POOLS AND HOT TUBS: No above ground swimming pools shall be placed upon any lot.

24. SATELLITE DISHES: No satellite dishes having a diameter of more than 36 inches shall be placed upon or allowed to remain on any lot.

25. FENCES: In order to retain the aesthetic qualities of the neighborhood, the following restrictions relating to fencing will be enforced:

- A. On all lots other than corner lots, no fence shall be installed in front of the rear lines of any house, and those fences in locations where erection is permissible shall not be more than six (6) feet in height.

- B. On all corner lots, no fence shall be installed in front of the rear building line of any house nor shall any fence be installed closer to the side street curb than the sideline of any house. All fence sections, where permissible, shall not exceed six (6) feet in height.
 - C. Notwithstanding anything contained herein to the contrary, all fencing shall be required to maintain a five (5) feet setback from all property lines to allow for drainage and utilities.
26. OUTSIDE STAIRWAYS: No outside stairways shall be permitted to the second floor or any structure constructed on any lot.
27. DRAINAGE: No lot owner shall block any ditches or other drainage areas.
28. AMENDMENT: Developer reserves the right to amend these covenants at any time within three years of their recordation, but not thereafter.
29. HOMEOWNER'S ASSOCIATION: There shall be a homeowner's association for the above described lots. The yearly dues will be \$350.00 per year due and payable on January 1st of each calendar year.
30. ENFORCEMENT: Developer and its assigns shall have the right to enforce these covenants and restrictions by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction whether such action is to restrain the violation of said covenant or restriction or to recover damages. Upon violation of these covenants by a lot owner, the Developer and its assigns may employ an attorney to enforce the Developers rights under this section and the violating lot owners hereby agree to pay to the Developer reasonable attorneys fees, plus all other reasonable expenses incurred by the Developer and its assigns in exercising any of the Developer's rights and remedies upon violation of these covenants and restrictions.
31. ADDITIONAL PROPERTY: The Developer reserves this right to subject additional properties to these covenants and restrictions.

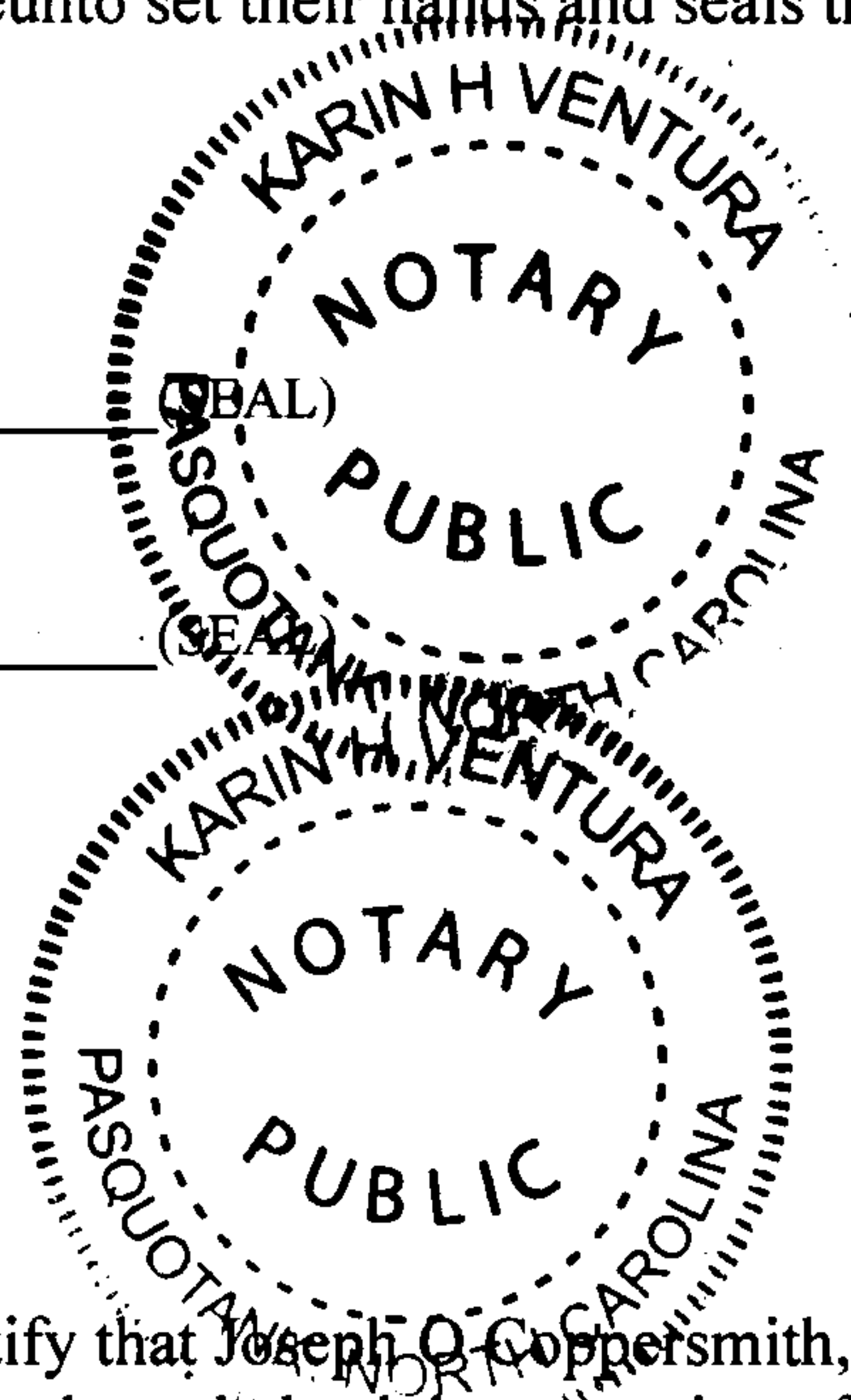
These covenants are to run with the land and shall be binding on all parties and all persons claiming under them. Any owner of the lots within said subdivision shall have the right to enforce these covenants and restrictions by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or

restriction whether such action is to restrain the violation of said covenant or restriction or to recover damages.

Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions and the other covenants shall remain in full force and effect.

IN TESTIMONY WHEREOF, Developers have hereunto set their hands and seals the 10 day of July 2024

[Signature]
Joseph O Coppersmith, Jr
[Signature]
Brian Sutryk



STATE OF NC
COUNTY/CITY OF Pasquotank

I, a Notary Public of the County and State aforesaid, certify that Joseph O Coppersmith, Jr and Brian Sutryk personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this the 10 day of July, 2024.

[Signature]
Notary Public

My commission expires: 5/28/2029