

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

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Craven, NC
Sherril B. Richard Register of Deeds
BK **2491** PG **796**

**DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
NEUSE POINT EAST S/D- PHASE 8 AND PHASE 9**

THIS DECLARATION, made and entered into this 1st day of August 2006, by O.L. Humphries and wife, Bonnie C. Humphries and James M. Stallings, Jr. and wife Hester H. Stallings, with their principal places of business in Carteret County, North Carolina, hereinafter called "Declarant";

WITNESSETH

WHEREAS Declarant is the owner or appointed developer of real property shown on Survey for Neuse Point East, Phase 8 and Phase 9, as recorded in Plat Cabinet H, Slide 70-E and 70-F in the Craven County Registry, and developer of Neuse Point East S/D, Phase 8 and Phase 9; and

WHEREAS Declarant desires to provide for the preservation of the values and amenities in Neuse Point East S/D, Phase 8 and Phase 9, and to this end desires to subject Neuse Point East S/D, Phase 8 and Phase 9, to the covenants and restrictions hereinafter set forth, each and all of which is and are hereby declared to be for the benefit of said property and each and every owner or occupant of any and all parts thereof;

NOW, THEREFORE, Declarant declares that the lots of subdivision known as Neuse Point East S/D, Phase 8 and Phase 9, are and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, restrictions, conditions, easements, charges, obligations, and liens generally referred to as (covenants and restrictions) hereinafter set forth:

1. **USE.** No lot or parcel shall be used except for single-family residential purposes; and further, lots of Neuse Point East S/D, Phase 8 and Phase 9, shall be restricted to home construction with plans approved in writing prior to construction by the Declarants herein.

2. **SETBACK.** No dwelling shall be located nearer the front property line than forty feet and no nearer to sidelines than ten feet, and no nearer the rear property line than forty feet. For the purposes of these covenants - caves, steps, decks, porches, and carports are considered a part of the dwelling, which shall be placed with the front elevation facing the primary road or street serving said dwelling.

3. **OUTSIDE CONSTRUCTION AND ACCESSORIES.** The outside components of heating and air conditioning systems shall be located in the rear of the dwelling and not visible from primary roads or streets and side streets or roads serving said dwelling. Entrance steps and decks shall be constructed of new pressure treated lumber, painted masonry block or brick, and shall have a stained, painted, stucco or manufacturer's finish and shall conform to HUD minimum property standards. No fence, deck, porch, room addition or pen shall be constructed in the subdivision without prior written approval of the Declarant or its authorized agent. Fences other than split rail (bi-rail) shall be confined to the rear yards.

4. **UTILITY.** Utility services to all dwellings shall be underground. Declarant or its authorized agent reserves all easements or right-of-ways for the installation and maintenance of utilities and drainage facilities. Electrical meter bases shall be located to the rear of dwellings located on any lot within subdivision and shall not be visible from the

street serving said lot. Electrical services on corner lots shall not be visible from side streets serving subdivision. Any variance from this covenant must be approved in writing by the Declarant or its authorized agent prior to installation.

5. CABLE TRANSMISSIONS. The right to use utility easements and right-of-way areas in Neuse Point East S/D, Phase 8 and Phase 9, for any type of cable transmission system in Neuse Point East S/D, Phase 8 and Phase 9, is reserved exclusively by Declarant or its authorized agent and no other cable transmission service company or organization shall be permitted to service any lot or combination of lots except with the expressed written permission of the Declarant.

6. TYPE OF DWELLING. All dwellings in said subdivision shall conform to HUD minimum property standards or equal. All homes placed within the subdivision shall be approved in writing by the Declarant or its authorized agent prior to construction or placement in subdivision. All other structures, as well as construction plans, shall be approved in writing by Declarant or its authorized agent prior to placement of said structure in said subdivision.

7. FOUNDATIONS. All foundations, materials and installation of the same in said subdivision shall be approved, in writing prior to construction, by the Declarants herein. The Declarants shall have final approval of any proposed designs.

8. UPKEEP. The exterior of all dwellings shall be maintained in good appearance, and the site shall be kept clean, neat, and free of litter at all times. Declarant or its authorized agent reserves the right to clean or have cleaned any lot covered by these covenants and to charge the property owner for the expenses incurred in cleaning. This includes, but is not limited to, trash removal, dead tree removal, and mowing of overgrown grass and weeds. Declarant reserves the right to charge lot owner for the service and said charge shall be a lien against the property.

9. ACTIVITIES. No noxious, illegal, or offensive activities shall be carried on upon any lot or parcel in said subdivision. Any activity which shall cause a nuisance to the neighborhood, including but not limited to, barking dogs, loud noises, the operation of ATVs and bikes, the discharge of firearms and fireworks, loud play of stereos or other audio equipment, loud play of musical instruments, or other noisemaking devices is hereby expressly prohibited.

10. EXTERIOR EQUIPMENT. All swimming pools, exterior television and radio receiving equipment, clotheslines, and playground equipment including swings, merry-go-rounds, playpens, dog pens, dog houses, sandboxes, toys, and other similar equipment shall be located or kept in the rear yard behind the dwelling. All clotheslines must be approved in writing by the Declarants herein. In the event that a permanent dwelling is not located on the lot, exterior equipment shall not be allowed to be maintained or stored on the lot or parcel without the express written permission of the Declarant or its authorized agent. In the event that a swimming pool is located on any lot within said subdivision, it will be required to be completely enclosed with a fence suitable for maintaining security and safety. Swimming pool and playground equipment safety and maintenance shall be the sole responsibility of the lot resident.

11. STORAGE BUILDINGS. A private garage, storage building or pump house is allowed provided it is constructed so as to be compatible with the general architectural design and appearance of the dwelling on said lot. Prior to construction, plans shall be approved in writing by the Declarant or its authorized agent. Materials and exterior colors for above-mentioned structures shall be approved in writing by the Declarant or its authorized agent. Structures shall be maintained in accordance with the covenants covering dwellings in said subdivision.

12. ANIMALS. No poultry, fowl, farm animals, or animals other than household pets are allowed on any lot. All animals shall be contained in an enclosed area at all times when not on a leash in hand. No more than (3) three of the aforementioned pets are allowed per household in said subdivision.

13. GARBAGE. No lot or parcel or any part thereof shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. All incinerators and other equipment for



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storage and disposal of such materials shall be kept in a clean, sanitary condition. Garbage cans shall not be permitted in front yard except on normal garbage pickup days. Otherwise, garbage receptacles shall be kept in the rear of the dwelling and shall not be visible from the street.

14. SIGNS. No commercial advertising or display signs shall be permitted within said subdivision except that the Declarant or its authorized agent may erect such temporary advertising and display signs as may reasonably be required for development and sale of lots.

15. BOATS AND TRAILERS. All boats, travel trailers, and utility trailers shall be stored and placed in a garage, carport, or kept on the rear of the lot. Boats must be maintained on a trailer at all times. Boats are limited to (2) two per lot, travel trailers are limited to (1) one per lot, and utility trailers are limited to (1) one per lot. All trailers and boats must bear current registration and licenses for the state of North Carolina.

16. VEHICLES. All motor vehicles shall be parked in private driveways provided on each lot, or in a carport or garage. No more than (4) four motor vehicles shall be maintained on any lot in said subdivision. No bus, van, or truck larger than 3/4 ton pickup trucks shall be maintained on any lot. No mechanical or repair work performed on any motor vehicle shall be visible from the street serving said lot. No unlicensed motor vehicle or any inoperable vehicle shall remain on any lot within said subdivision over (7) seven days. If said vehicle(s) remain over the allowed (7) seven days, then Declarant reserves the right to have unlicensed or inoperable vehicles removed from the premises and Declarant or it's authorized agent reserves the right to charge the owner for expenses incurred in removing said vehicles.

17. AMENDMENTS. Any amendments or modifications of these covenants is reserved by Declarant or their assigns.

18. ENFORCEMENT. Enforcement of these restrictive covenants shall be by any proceeding in law or equity against the person or persons violating or attempting to violate any covenant or restriction, or any part thereof, either to restrain violators or to recover damages and against the land to enforce any lien created by these covenants. Failure to enforce any of the covenants herein shall in no event be deemed a waiver of the right to enforce thereafter.

19. INVALIDATION. The invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions that shall remain in full force and effect.

20. COVENANTS TO RUN WITH THE LAND. All covenants and restrictions shall run with the land and Grantee, by accepting the deed to property in Neuse Point East S/D, Phase 8 and Phase 9, accepts and agrees for himself, his heirs, administrators, and assigns to be bound by each of such covenants and restrictions jointly, separately and severally.

21. DUTIES. These covenants shall continue and run for a period of (20) twenty years from the date of recording of this instrument. After that they shall be and become automatically extended for an additional (20) twenty years. These covenants shall then be extended for an additional (20) twenty-year term under the terms and conditions above stated.

22. APPLICABILITY. These restrictions shall apply to all subdivided numbered lots shown on the aforesaid plat or map, and additional plats or maps of subdivisions of the Development Area, (hereafter referred to as "lot" or "lots"), which lots are for residential purposes only. These restrictions shall not be applicable to any unnumbered lands or lands designated on the plat as "Reserved" or other lands of Declarant. The Declarant is withholding these parcels for Restrictions pursuant to its general scheme of development, the absence of Restrictions thereupon being intended to allow Declarant maximum flexibility in the determination of the development of such parcels.

23. COMPLIANCE. Utility buildings, garages, carports, decks, well pump enclosure structures, and fences must have a completion date spelled out in writing by resident, owner or tenant of said lot and inspected and approved upon



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completion by Declarant or its authorized agent. Non-approved or non-conforming buildings and structures shall be removed from subdivision within (14) fourteen days from the time of written notice of non-compliance from Declarant or its authorized agent. Declarant or its authorized agent shall have full authority to remove any non-conforming structures from any lot in Neuse Point East S/D, Phase 8 and Phase 9, and bill resident, owner or tenant of said lot for expense of removal of said structure or dwelling.

24. ELECTRICAL SERVICE/ LIGHTING - This declaration subjects the real property in this subdivision to a contract with Carteret Craven Electric Membership Corporation for the installation of underground electrical utility that may require an initial contribution and/or the installation of street lighting, which will subject the owner to a continuing monthly payment to Carteret Craven Electric Membership Corporation.

25. WELL ENCLOSURE STRUCTURES. All components of well pumps, pressure tanks, water softeners, and related equipment shall be enclosed in structures approved in writing by the Declarant or its authorized agent. Enclosures shall be installed and completed within thirty (30) days of placement of water handling equipment on said lot within subdivision. Materials and exterior colors for above mentioned enclosure structures shall be approved in writing by the Declarant or its authorized agent. Structures shall be maintained in accordance with the covenants covering dwellings in said subdivision.

IN TESTIMONY WHEREOF, O.L.Humphries and wife, Bonnie C. Humphries, and James M. Stallings, Jr. and wife, Hester H. Stallings, have hereunto executed as of the day and year first above written.

O.L. Humphries (SEAL)
O.L. HUMPHRIES

Bonnie C. Humphries (SEAL)
BONNIE C. HUMPHRIES

James M. Stallings, Jr. (SEAL)
JAMES M. STALLINGS, JR.

Hester H. Stallings (SEAL)
HESTER H. STALLINGS



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Register of Deeds Craven County
Sherri B. Richard

STATE OF NORTH CAROLINA
COUNTY OF Carteret

I, Barbara Batten, a Notary Public in and for the above named State and County, do hereby certify that O.L.Humphries and wife, Bonnie C. Humphries, and James M. Stallings, Jr. and wife, Hester H. Stallings personally appeared before me this 1st day of August, 2006, and hereunto set forth their hands.

WITNESS my hand and notarial seal, this 1st day of August, 2006.

Barbara Batten
Notary Public

My commission expires: 3-12-07

