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**DECLARATION OF RESTRICTIONS, CONDITIONS AND EASEMENTS
FOR
FOREST RUN SUBDIVISION
PHASE FOUR, SECTION TWO**

THESE DECLARATIONS, made and entered into this 26th day of February, 2003, by **H & D DEVELOPMENT, LLC, a North Carolina Limited Liability Company**, (formerly H & W Investments, a North Carolina General Partnership; see Articles of Conversion recorded in Book 2010, Page 204, in the Office of the Register of Deeds of Craven County) (herein called the "Declarant"), and **ALL PROSPECTIVE PURCHASERS** of Lots in **Forest Run Subdivision, Phase Four, Section Two**, a map of which is recorded in **Plat Cabinet G at Slide 182-D** in the Office of the Register of Deeds of Craven County (herein called "Forest Run" or "the Subdivision"), reference to said map being hereby made for a more perfect description of said Lots.

WITNESSETH:

WHEREAS, Declarant is the owner of all the numbered Lots in Forest Run, Phase Four, as shown and designated on that certain map or plat entitled "**Final Plat Forest Run Phase Four Section Two**" recorded in the Office of the Register of Deeds of Craven County in Plat Cabinet G at Slide 182-D (hereafter from time to time referred to individually as a "Lot" or collectively as "Lots") and intends to convey said Lots by deeds, deeds of trust, mortgages, and other

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instruments to various persons, firms and/or corporations, subject to the restrictive and protective covenants, conditions and easements which are deemed to make said Lots more desirable to the end that the restrictive and protective covenants and conditions herein set out shall inure to the benefit of each person inure to the benefit of, each person, firm and/or corporation which may acquire title to any or all of said individual Lots and which shall be binding upon each such person, firm, or corporation to whom or to which the Declarant hereafter may convey any of said numbered Lots by deed, mortgage, deed of trust, or other instrument;

WHEREAS, the restrictive and protective covenants herein are imposed on the Lots for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and every part thereof, and all of which are to be construed as restrictive covenants running with the title to the Lots;

NOW, THEREFORE, in consideration of the premises herein, Declarant hereby covenants and agrees with said Prospective Purchasers that each of the above-mentioned numbered Lots shall be held, sold, and conveyed subject to the restrictive and protective covenants, conditions and easements herein set forth, and that said restrictive and protective covenants, conditions and easements shall become a part of each instrument conveying an interest in any of said Lots as fully and to the same extent as if set forth therein unless so specified in a recorded writing executed by Declarant and reserved in said instrument of conveyance. As a condition of the sale or conveyance of any of the Lots, the Prospective Purchasers agree and covenant to abide by and conform with said restrictive and protective covenants, conditions and easements. Declarant reserves the easements herein specified.

THE RESTRICTIVE AND PROTECTIVE COVENANTS, CONDITIONS AND EASEMENTS (hereinafter called "Restrictions") IMPOSED BY THIS DECLARATION ARE AS FOLLOWS:

1. LOT. The owner(s) of a numbered parcel constituting one of the Lots herein may combine with such numbered Lots, parts or portions of another numbered Lot or Lots and the aggregate shall be considered as one Lot for the purposes of these Restrictions. Variations in Lot lines are permitted so long as the number of Lots is not increased.

2. ANNEXATION. Declarant reserves the right, but does not have the obligation, to subject the remaining property owned by Declarant adjacent to the Lots to the provisions of these Restrictions. In the event said property, or any portion thereof, is subjected to these Restrictions, the parties owning such Lots shall have rights identical to the rights of the owners of the above-described Lots.

3. LAND USE AND BUILDING TYPE: No structure shall be erected, placed or permitted to remain on any Lot other than one detached single-family residential dwelling and such out-buildings as are customary and incidental to the single family residential use of the Lot. No business of any type shall be conducted from or on any Lot.

4. DWELLING SIZE. Any dwelling erected on any Lot shall contain, if a one-story dwelling, not less than 1300 square feet of ground floor heated area, exclusive of open porches, garages, and bonus rooms over garages; and shall contain, if a one and one-half or two or more story dwelling, not less than 900 square feet of ground floor heated area, exclusive of open porches, garages on ground floor, and bonus rooms over garages.

5. DWELLING QUALITY. The dwelling and any and all outbuildings on any Lot shall be constructed of brick or vinyl siding and of substantially new materials of good grade and quality, and all construction shall be performed in a good and workmanlike manner. No modular homes or manufactured or mobile homes shall be permitted. No permitted structure, dwelling, or outbuilding shall be constructed of exposed concrete block. Any outbuildings shall be of the same design and color scheme and materials as the residence. No metal storage shed or barn shall be located on any Lot. No slab construction shall be permitted.

6. SETBACK LINES. No permitted structure shall be located on any Lot closer to the front Lot line and the side Lot line than the building line as shown on the map or plat entitled "Forest Run, Phase Four, Section Two" referred to above, said map or plat being incorporated herein by reference for a more accurate description of the front and side setback lines. On all Lots shown on the aforesaid map of Forest Run for which no side or rear Lot line has been delineated or shown, no permitted structure shall be located nearer than ten (10) feet to an side line of any Lot or twenty-five (25) feet to any rear line of any Lot.

7. EASEMENTS. Declarant reserves the drainage and utility easements as shown on the recorded map of Forest Run, as well as a drainage and utility easement ten (10) feet in width along each front Lot line and a fifteen (15) feet drainage swale easement centered along side and rear lines. It is provided, however, that in the event Lots are combined, side Lot line easements shall be terminated and a new easement along the outside Lot lines of the combined Lot automatically shall be created. Declarant reserves a right-of-way and easement for the purposes of ingress, egress, regress, and access to Declarant's adjacent properties for the installation and maintenance of utilities, and further subdivision over the streets in the subdivision as shown on the recorded map. Such easements are appurtenant to the remaining property of the Declarant.

No permitted structure, except fences, shall be erected, altered, placed, or permitted to remain within the areas set out as easements as provided herein and on the recorded map of Forest Run.

8. STREET LIGHTS. The Declarant reserves the right to subject the Lots within the Subdivision to a contract with Progress Energy Company, or other utility company providing street lighting within the Subdivision, for the installation of underground electric cables, utility poles and street lights. Such contract may require an initial contribution for the installation of street lighting, and may also require a continuing monthly payment to Progress Energy Company, or other utility company, by the owner of each Lot.

9. NUISANCES. No noxious or offensive trade or activity shall be carried on or conducted upon any Lot, nor shall anything be done thereon which may be or become a nuisance or any annoyance to the neighborhood.

10. TEMPORARY STRUCTURES. No structures of a 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. No "shell" home of any type shall be erected, constructed, or permitted to remain on any Lot regardless of the cost. The term "shell" home as herein used shall be construed to mean the construction of outside walls, including doors and windows, roof, and foundation of a house or dwelling by a contractor or other party, with the

inside areas of such house or dwelling not being completed or to be completed by the owner or some other person.

11. MISCELLANEOUS RESTRICTIONS AND CONDITIONS:

a. Motor Vehicles. All motor vehicles of any type kept within the subdivision shall have current North Carolina registration and inspection certificates. Only automobiles, pick-up trucks, vans, and motorcycles shall be allowed to remain overnight on the Lots.

b. Signs. No signs of any kind shall be displayed to the public view on any Lot except one sign not more than eight (8) square feet advertising the property for sale or for rent, or signs used by Declarant or its agent to advertise the property during the construction and sales period. An entrance sign to identify the subdivision shall be permitted.

c. Equipment. No outdoor poles, clotheslines or other similar equipment shall be erected or permitted on any Lot, unless it is placed or screened so as to not be visible from any street, adjoining Lot or community use area as may be provided in future development.

d. Trash, Garbage and Refuse. No trash, ashes, garbage or other refuse shall be dumped, or stored or accumulated on the exterior of any dwelling. Trash, garbage or other waste shall be kept in sanitary containers of thirty (30) gallon capacity. All containers for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All Lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth shall be permitted. Declarant reserves the right to maintain and clear a Lot at the Lot owner's expense in the event that trash, ashes, garbage, refuse, or outgrowth is allowed to remain on the property.

e. Commercial Vehicles. Except during the construction of a residence, no truck or other vehicle in excess of a three-quarter-ton capacity shall be parked or permitted to remain on any Lot.

f. Certificate of Occupancy. 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.

g. Fuel Storage Tanks. Fuel storage tanks shall be buried below the surface of the ground or screened by fencing, shrubbery, or other satisfactory means so that they will

always be hidden from streets, adjacent Lots, and community use areas as may be provided in future development.

h. Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that two (2) dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. All animals must be confined to their owner's Lot(s) at all times.

i. Barns. No barn or stable, for the purpose of housing horses, may be erected, altered, placed, and permitted to remain on any Lot herein referred to.

j. Driveways. All driveways shall be constructed of concrete.

k. Newspaper Receptacles. No commercial newspaper receptacles shall be permitted on any Lot.

l. Fences. Fences may be erected along any side Lot line or rear Lot line. No fence shall be erected or permitted to remain nearer to the front line than the rear of the dwelling located on said Lot. No fence shall be higher than six (6) feet from the ground level. No chain link fence, metal pipe fence, or any fence constructed primarily of metal shall be erected or permitted to remain on any Lot. All fences must be constructed of natural wood or vinyl and must be stained or painted a color to conform to the residence. Any fences damaged or deteriorated so as not to resemble original construction must be replaced or removed within 30 days of notification by a representative of the Declarant.

m. Boat Storage, Campers and Travel Trailers. No boat, camper or travel trailer shall remain on any Lot unless said trailer is currently registered. A boat on its trailer and recreational vehicles may not be parked or stored on that part of any Lot nearer to the street than the front face of the dwelling located on such Lot. A junk boat, camper or travel trailer may be removed from a Lot at the discretion of Declarant in the event that a nuisance is created. If no dwelling is located on such Lot, then no camper, travel trailer or boat may be parked on such vacant Lot.

n. Storm Water Management. The allowable built-upon area shall not exceed 5,000 square feet of any Lot, including the right-of-way between the edge of pavement and the front Lot line, and shall be covered by impervious structures, including asphalt, gravel,

concrete, brick, stone, slate or similar material, not including wood decking on the water surface of a swimming pool. This provision may not be changed or deleted without concurrence of the State. Further, filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons. This covenant is intended to ensure compliance with the Storm Water Permit Number SW7020411 issued by the State of North Carolina.

12. OWNERS ASSOCIATION. In the event that Declarant shall elect to form an owners association, every person, firm, or corporation, having theretofore acquired or thereafter, upon acquiring fee simple title to any Lot in Forest Run, shall become a member of the Forest Run Property Owners Association, a North Carolina non-profit corporation, herein referred to as "Association," so long as the same is in existence), and as long as he is the owner of any such Lot, he must remain a member of the Association and abide by the bylaws, rules and regulations thereof. Provided, however, that there shall be only one (1) regular membership per Lot regardless of the manner or number of names in which title to same may be held. Such membership is not intended to apply to those persons who hold interest in any Lot merely as security for the performance of an obligation to pay money, e.g., mortgages and deeds of trust. The Association may also charge any user or member fees for the use or maintenance of any amenities. This Association may be formed to service Forest Run, Phase Four, Section Two or may be combined with other Phases, at the election of the Declarant.

13. VARIANCES. Declarant, or the successors or assigns of the Declarant, may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes of the general development scheme and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood or the subdivision. Any such variance shall be approved by the Declarant (or the successors or assigns of the Declarant, as the case may be), in writing, and recorded in the Office of the Register of Deeds of Craven County.

14. TIME. These Restrictions shall run with the land and shall be binding on all persons acquiring title to any of the aforementioned Lots, and shall binding on said parties and/or persons claiming under them up to and including the 1st day of January, 2034, at which time said Restrictions shall be automatically extended for successive periods of ten (10) years, unless by written instrument executed by a majority of the then owners of said Lots, duly recorded in the Office of the Register of Deeds of Craven County, it is agreed to change said Restrictions in whole or in part. No such amendment shall affect the easements and rights reserved by Declarant unless Declarant shall consent to such amendment.

15. ENFORCEMENT. Enforcement shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

16. SEVERABILITY. Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other restrictions which shall remain in full force and effect.

IN WITNESS WHEREOF, Grantor has caused this deed to be signed in its company name by its duly authorized manager and has adopted the word "SEAL" appearing beside its name all by authority first duly given by its members as of the day and year first above written.

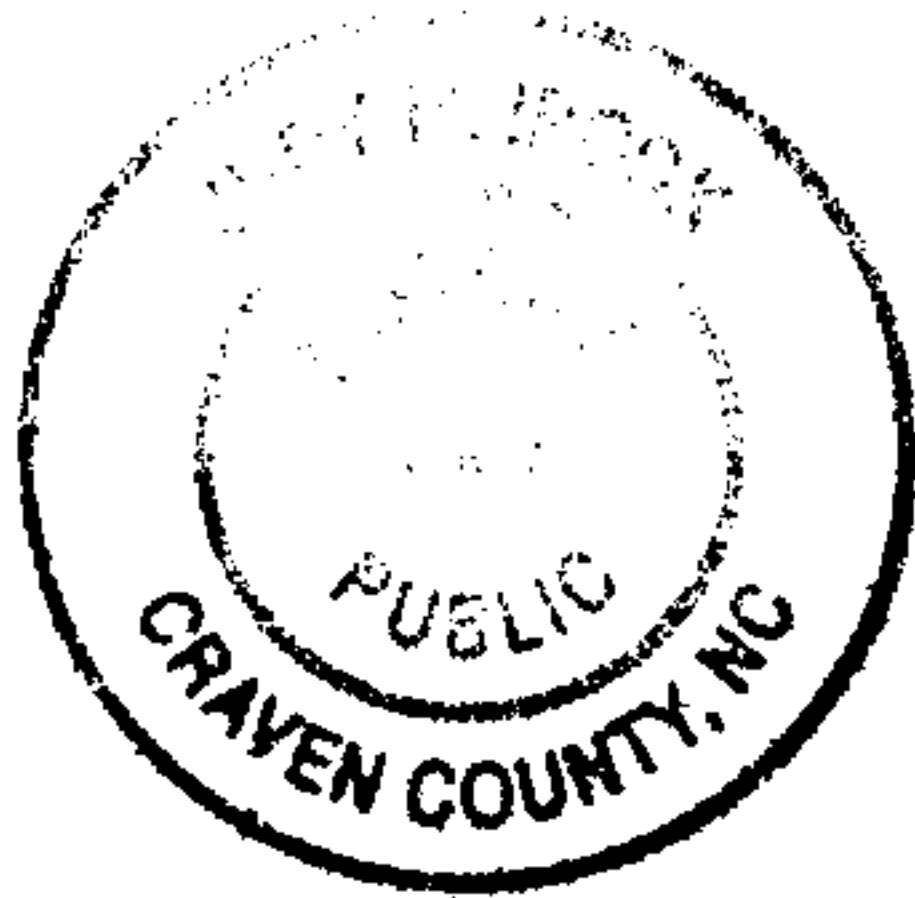
H & D DEVELOPMENT, LLC
A North Carolina Limited Liability Company

By: *Adrian C. White*
Manager

NORTH CAROLINA
CRAVEN COUNTY

I, Judy M. Ipock, a Notary Public in and for said County and State, do hereby certify that **Delma O. White** personally appeared before me this date and acknowledged that he is the **Manager of H & D Development, LLC**, a North Carolina limited liability company, and that he executed the foregoing deed in the name of the company, all by authority first duly given by the members of said company.

WITNESS my hand and official stamp or seal, this the 26th day of February, 2004.



Judy M. Ipock
Notary Public
My Commission Expires: 3-10-2006

The certificate of the foregoing notary is certified in be correct. This instrument was presented for registration this day and duly recorded in Book 2152 at Page 624, in the Office of Register of Deeds of Craven County, North Carolina.

This the 27 day of February, 2004, at 12:02 o'clock P.m.

Becky Thompson
REGISTER OF DEEDS

Beth Jacob
~~ASSISTANT~~/DEPUTY REGISTER OF DEEDS