

FILED
JOHNSTON COUNTY
CRAIG OLIVE
REGISTER OF DEEDS

FILED Dec 22, 2004
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BOOK 02817
START PAGE 0871
END PAGE 0874
INSTRUMENT # 56507

Johnston County, North Carolina
CRAIG OLIVE Register of Deeds
The following certificate(s) of
JESSICA C WILKINS

notary/notaries public
is/are certified to be correct.
[Signature]
Deputy - Assistant - Register of Deeds

NORTH CAROLINA
JOHNSTON COUNTY

PROTECTIVE COVENANTS FOR
EAGLES CREST SUBDIVISION, PHASE 1

THIS DECLARATION, made and entered into this 22 day of December, 2004, by Anthony Dale Jones Enterprises, LLC, a NC Limited Liability Company, hereinafter referred to as "Declarant";

WITNESSETH:

THAT WHEREAS, Declarant is the owner of that certain tract or parcel of land more particularly described as Lots 1 through 15 of Eagles Crest Subdivision, Phase I, as the same are shown on map and survey recorded in Plat Book 65, Page 363 Johnston County Registry;

AND WHEREAS, it is for the mutual benefit of all homeowners, present and future, in said Eagle Crest Subdivision, Phase I, for Declarant to subject said lots as referenced hereinabove to the following Protective Covenants;

NOW, THEREFORE, Declarant does hereby declare that all of the properties referred to above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, for the term of these covenants as set forth below, and shall inure to the benefit of each holder thereof.

ARTICLE I

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes, except that nothing herein shall preclude the use of any lot for a utility purpose for the benefit of this subdivision or access by the Declarant or its successors in interest, except that if any lot is purchased from the developer by an individual lot owner or builder, then said lot must be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage for not more than three (3) cars, and (with the approval of the Architectural Control Committee) an accessory building or structure for storage or other appropriate use, not in excess of four hundred (400) square feet in area. If a Lot contains both an attached and a detached garage, the maximum size of both shall be only enough to contain three (3) cars, as determined by the Architectural Control Committee. Carports located on any lot must not be visible from the street. All residential dwellings must have a crawl space and not be built on a concrete slab.

ARTICLE II

SITE AND PLAN APPROVAL. No building, fence, swimming pool or any other structure shall be erected, placed or altered on any premises in said development until the building plans, specifications and plot plan showing the location of such improvements have been approved in writing as to conformity and harmony of external design with existing improvements in the development, and as to location of the improvements with respect to topography and finished ground elevation by Declarant or its successors in interest. In the event Declarant fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such improvements or the making of such alterations has then commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

ARTICLE III

DWELLING SIZE AND DRIVEWAYS. Except with prior written approval of the Architectural Control Committee, no one-story residential structure which has an area of less than one thousand four hundred (1,400) finished, heated square feet (for two story homes, an area of not less than 1600 square feet), exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot. All driveways shall be constructed of concrete, brick, or asphalt.

ARTICLE IV

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than thirty (30) feet or nearer to the rear line than thirty (30) feet or nearer to the side line than twenty (20) feet, or nearer to the side street than thirty (30) feet in the case of a corner lot. No building or garage shall be located nearer than ten (10) feet from an interior lot line, and no other permitted accessory building shall be located nearer than five (5) feet to an interior lot line, nor nearer than five (5) feet from the rear lot line, nor nearer than fifty (50) feet from the front setback line. For purposes of this covenant, eaves, steps, chimneys and stoops shall not be considered part of a building. For purposes of this covenant, decks shall be considered part of a building. No portion of any building shall be permitted to encroach upon another lot. Declarant reserves the right to waive in writing any minor violation of this Article, and for the purposes hereof, any violation which does not exceed ten percent (10%) shall be considered a minor violation.

ARTICLE V

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front ten (10) feet of each lot, the rear ten (10) feet of each lot, and ten (10) feet on each sideline, unless shown in excess of such distances on any recorded plat, in which case the plat shall control. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retire the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE VI

NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be stored or regularly parked on the premises, and no commercial trucks or tractors may be parked regularly upon the premises. No business activity or trade of any kind whatsoever, which shall include, but not be limited to, the use of any residence as a doctor's office, professional office of any kind, fraternity house, rooming or boarding house, antique or gift shop, shall be carried on upon any lot.

ARTICLE VII

TEMPORARY STRUCTURES. Except as hereinbefore set forth, no trailer, tent, shack, barn, garage or other accessory building, shall be erected or placed on any lot covered by these covenants. If an accessory building is constructed or placed on a lot, it shall not contain more than 40% of the square footage of the primary dwelling. No detached garage shall at any time be used for human habitation, either temporarily or permanently.

ARTICLE VIII

FENCES. No fence, wall, hedge or mass planting shall be permitted beyond twenty (20) feet from the front lot line, except upon approval by the Declarant. No fence or fencing-type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of the community, including any lot, without the prior written consent of the Declarant. Declarant may issue guidelines detailing acceptable fence styles or specifications, but in no event shall hogwire be approved. Chain link fencing shall not be substantially visible from the front (or the front and the side, in the case of a corner lot) of any house located on a lot having such type of fencing and to the extent visible the owner shall plant a hedge that shall, when mature, completely screen the fence from such visibility.

ARTICLE IX

ACCESSORY BUILDINGS. No accessory building of any nature whatsoever (including, but not limited to, detached garages, storage buildings, doghouses, and greenhouses) shall be placed on any lot without the prior written approval of the Declarant, with said declarant to have the sole discretion relating to the location and type of accessory building which shall be permitted on any lot. Under no circumstances shall metal storage buildings be permitted. All accessory buildings must conform to the

same architectural style as the residence located on the same lot. Carports opening to the front of the house are expressly prohibited hereby. Carports opening to the side or back must have a solid wall on any side facing the street. Carports located on any lot must not be visible from the street.

ARTICLE X

APPEARANCE. Each owner shall keep his building site free from tall grass, undergrowth, dead trees, trash and rubbish, and properly maintained so as to present a pleasing appearance within the subdivision. In the event an owner does not properly maintain his building site as above-provided, in the opinion of the Declarant, then Declarant (or its successors in interest), at its option, may have the site cleaned to its satisfaction, and the costs thus incurred shall be the responsibility of the lot owner. The costs of clean-up, if expended by the Declarant or its successors in interest, shall be a continuing lien upon the property until the sums due and payable are paid in full.

Location of satellite television receivers must not be any receiver be visible from any road within the subdivision. Screening for satellite television receivers is subject to approval by the Declarant. Communication towers are expressly prohibited. Stick-built homes, constructed on the premises, are expressly required; that is, no prefabricated or manufactured homes are permitted on any lot. All primary fuel storage tanks must be placed underground or screened from view from the front and from the side for side lots. Home curtain foundation walls are expressly prohibited unless approval for same is first obtained, in writing, from the Architectural Control Committee. Mailboxes must match the design originally provided by the Declarant so that all mailboxes are of a uniform appearance. No inoperable motor vehicles may be parked on any lot if visible from any road within the subdivision.

At the option of the Declarant, silt fences may be required to be erected during the period of construction of any structure to be located on any lot, to prevent erosion or other damage to adjoining lots. Construction and maintenance of same shall be borne by the lot owner. In the event an owner does not construct such a fence after being requested to do so by the Declarant, then Declarant (or its successors in interest), at its option, may have the fence erected, and the costs thus incurred shall be the responsibility of the lot owner. The costs of construction of such fence or fences, if expended by the Declarant or its successors in interest, shall be a continuing lien upon the property until the sums due and payable are paid in full.

ARTICLE XI

ANIMALS. No animals or poultry of any kind, other than ordinary household pets, shall be kept or maintained on any part of said property. Each residence may have a maximum of two cats and two dogs. Vicious animals and specifically rotteweilers and pit bulls shall not be kept on the property.

ARTICLE XII

PARKING. Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the streets in the subdivision. Owners of lots shall not be permitted to park boats, trailers, campers, commercial vehicles and all other similar property on the streets in the development, and such property shall not be permitted to be parked in the front yard or where it is highly visible from any streets within the subdivision. No unlicensed or inoperable vehicles and no junk vehicles (in appearance or as defined on Chapter 160A of the General Statues) shall be on the property for over 30 days.

ARTICLE XIII

UNDERGROUND UTILITIES AND STREET LIGHTING. Declarant reserves the right to subject the real property described hereinabove to a contract with Carolina Power and Light or its successors in interest for the installation of underground electric cables and the installation of street lighting, either or both of which may require a continuous monthly charge to the owner of each lot.

ARTICLE XIV

WATER AND SEWER. All lot owners shall be subject to monthly charges as approved by the proper public authorities for water and sewer for domestic usage. Individual wells are allowed for watering lawns and other gardening purposes, but only after approval is granted for same by the Declarant. In addition, the sewerage system for Lot 7 will require the use of a Myers ME33-1/3 HP step pump and Lots 8-15 will require the use of a Myers P51/P52-1/2 HP step pump, to the extent so required by the Town of Princeton.

ARTICLE XV

SIGNS. No political signs shall be placed in any yards in said subdivision.

ARTICLE XVI

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded with the Johnston County Register of Deeds office, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants, in whole or in part.

ARTICLE XVII

ENFORCEMENT. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, and the aggrieved party may request restraint of the violation or damages resulting from said violation.

ARTICLE XVIII

SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce these covenants shall not be construed as a waiver of any future enforcement rights.


ARTICLE XIX

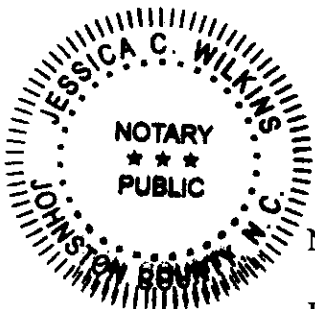
ARCHITECTURAL CONTROL. Declarant may appoint an Architectural Control Committee to perform the duties specified herein for such Committee and may delegate to the Committee the performance of any discretionary acts herein reserved to the Declarant or the Architectural Control Committee. The Committee shall dissolve fifteen years from the date of the recordation of these covenants so that the discretion herein granted the Committee in restricting development shall not longer exist fifteen years from date.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed in its name by its Managing Member, as of the day and year first above-written.

Anthony Dale Jones Enterprises, LLC,
A NC Limited Liability Company

BY:


Anthony Dale Jones, Member/Manager



NORTH CAROLINA, JOHNSTON COUNTY

I, Jessica C. Wilkins, a Notary Public of said County and State, certify that Anthony Dale Jones, Member/Manager of Anthony Dale Jones Enterprises, LLC, a NC Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 22nd day of December, 2004.

My commission expires: 10/07/09

 Notary Public