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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

NEUSE HARBOUR HILLS

North Carolina
Craven County

THIS DECLARATION, made this the 10th day of June, 2004, by DUANE SEAMAN, hereinafter referred to as "Declarant"; party of the first part and ALL PROSPECTIVE PURCHASERS of Lots in the subdivision known as **NEUSE HARBOUR HILLS** as recorded in Plat Cabinet G, Slide 193-B&C and Deed Book 2194, Page 658, of the Craven County Registry, being Lots numbered 1 through 13.

The term "Declarant" as used herein shall mean and include the parties indicated, whether one or more, and their heirs, legal representatives, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by the context.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Number 7 Township, Craven County, North Carolina, which is more particularly described as follows:

All of those lots or parcels of land as shown upon a map entitled **Neuse Harbour Hills**, prepared by Robert H. Davis, PLS, dated May 27, 2004, and recorded in **Plat Cabinet G, Slide 193-B&C, Book 2194, Page 658**, of the Craven County Registry, which map is incorporated herein by reference.

Prepared by:
John W. King, Jr.
Stubbs & Perdue, P.A.
Attorneys at Law
310 Craven Street
New Bern, NC 28560

Now, therefore, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purposes of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any rights, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I. PROPERTY CONTROL

A. All plans and specifications for any structure or improvement whatsoever to be erected on any lot, and the proposed location and orientation in relation to streets, lot or lots, the construction material, the roofs and exterior color schemes, shall require prior written approval of the Declarant. Further, any later exterior changes or additions after initial approval thereof and any exterior remodeling, reconstruction, alterations, or additions thereto on any lot shall also be subject to, and shall require the prior written approval of the Declarant.

B. There shall be submitted to the Declarant two (2) complete sets of the final plans and specifications for any and all proposed improvements, the erection or alteration of which is desired. No structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications thereof have received written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and landscape planting. The Declarant shall reserve the right to require a filing fee of no more than \$50.00 to accompany the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and landscape planting. The Declarant shall reserve the right to require a filing fee of no more than \$50 to accompany the submission of such plans.

C. The Declarant shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and

details with the approval or disapproval endorsed thereon shall be returned to the person submitting them and the other copy thereof shall be retained by the Declarant for its permanent files.

D. The Declarant shall have the right to disapprove any plans, specifications or details submitted to him in the event the same are not in accordance with any of the provisions of these Restrictions; if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or in the event the Declarant deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Declarant shall be final and not subject to appeal or review.

E. Neither the Declarant nor any agent thereof shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

F. The Declarant or its agents shall have the right to inspect all construction to ensure that the structure is in accordance with the approved plans, specifications and details. If the finished building or other structure does not comply with the submitted plans and specifications, the Declarant retains the right to make the necessary changes at owner's expense, and the further right to file under the North Carolina lien laws notice of liens for any costs incurred. Any lien obtained will be subordinate to any first deed of trust on the property. No structure or improvement shall be made unless it substantially conforms with the approved plans, specifications and details.

G. Declarant, at its option, may appoint an Architectural Control Committee to oversee property control functions as outlined herein and the Committee will have the same power and authority as the Declarant.

H. In the event the Declarant appoints an Architectural Control Committee, the Committee shall be composed of three members, and shall have the same duties and responsibilities as set forth for the Declarant under this Item 1. PROPERTY CONTROL.

II. USE, SIZE AND PLACEMENT OF RESIDENCES AND STRUCTURES.

A. Dwelling – Only one single family residential structure will be erected or placed on any lot in the property herein described. No building or structure intended for or adapted to business purposes, charitable or religious organizations and no apartment house, double house, lodging house, rooming house, hospital, sanitarium, or doctor's office or other multiple family dwelling shall be erected, placed, permitted or maintained upon such premises or any part thereof. No improvement or structure of any kind, other than an approved private dwelling house, patio, walls, swimming pool, and customary outbuildings garage, carport, or servant quarters may be erected, placed or maintained on any lot.

B. Size – For Lots 6 through 13 single story homes shall contain no less than 1800 square feet and two story homes shall contain no less than 1000 square feet on the ground floor and a two floor total of no less than 2000 square feet.

For Lots 1 through 5 single story homes shall contain no less than 2400 square feet and two story homes shall contain no less than 2400 square feet on the ground floor and a two floor total of no less than 2800 square feet.

C. The Declarant, its successors or assigns, shall have the authority to establish regulations pertaining to the height and size requirements of all other types of structures, including but not limited to, fences, walls, copings and mailboxes. Such regulations shall, in the Declarant's sole discretion, conform with the general development scheme.

D. Setbacks – No building on any lot shall be located nearer to any property line than the minimum building lines as set forth on the recorded map, recorded in Plat Cabinet G, Slide 193-C , and 15 feet from sidelines. However, the distance from the rear line may have to vary with the approval of Declarant. In locating buildings and outbuildings with regard to the topography of each individual lot, and taking into consideration the location of large trees, lot

elevations and similar considerations, Declarant reserved unto himself, his heirs and assigns, the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon all properties; provided, however, that such location shall be determined only after reasonable opportunity is afforded the owner to recommend a specific site. Exact location of the dwelling and outbuildings shall be shown on the site plan for each lot and approved by the Declarant.

E. Fences – In order to preserve the natural quality and aesthetic appearance of the existing geographic area within Neuse Harbour Hills, all property lines shall be kept free and open from the rear of the house to the street. In general, approved fences must be made of wood, not exceeding six (6) feet in heights and be attached to and located no closer to the front street than the rear of the dwelling, and no nearer to any side street on a corner lot than the rear of the dwelling closest to such side street. Provided, however, subject to the approval of the Committee, the owners of Lots 7, 8 and 9 may erect a chain link fence on such lot. Any such chain link fence shall be located no closer to the front lot line than the front face of the dwelling located on such lot.

F. No above ground structure (except approved fences or walls) may be constructed or placed on any lot in the subdivision except within the building lines stated in Section 2.D of these Covenants.

III. GENERAL PROHIBITIONS AND REQUIREMENTS

A. Plumbing – All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a sewage system approved by the appropriate governmental authority or the Declarant. No outside toilet shall be constructed or permitted on any lot except during construction of the main dwelling.

B. Temporary Structures – No temporary residence, mobile home, trailer, camper or other building shall be placed on or erected on any lot; provided, however, that the Declarant may grant permission for any such temporary structure for storage of materials during

construction. Any such temporary structures as may be approved shall not be used at any time as a dwelling place or temporary residence.

C. Construction Schedule – Once construction is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within six (6) months from commencement, with extensions, as approved by the Declarant.

E. Animals and Pets – No animals, birds or fowl shall be kept or maintained on any part of any lot except not to exceed four adult dogs and two cats, which may be kept thereon for the pleasure and use of the owners of any lot, but not for any commercial use or purpose. All Pets must remain in the confines of the owner's property.

F. Trucks, Vans, Trailers, School Buses, Etc. – No trucks or buses of any nature other than pick-up trucks, small vans or trailers shall be parked overnight on any lot except in an enclosed garage. A pleasure boat on its trailer and recreational vehicles may be parked or stored on that part of any lot away from the street lying beyond the front building line.

G. Junk Cars – No stripped, partially wrecked or junk motor vehicles, or parts thereof, shall be permitted to be parked or kept on any street or lot.

H. Lot Access – No motor vehicle, cart or the like shall enter any lot except from the street or streets adjacent to said lot.

I. Trash Containers and Fuel Tanks – Every storage tank, including but not limited to fuel storage tanks, and every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or placed and kept as not to be visible from any street except as permitted by the Declarant.

J. Clotheslines – All outdoor poles, clothes and clotheslines and similar equipment shall be so placed or screened by shrubbery as to not be visible from any street.

K. Model Home – No structure erected upon any lot may be used as a model exhibit or model house unless prior written permission to do so has been obtained from the Declarant.

L. Maintenance – All lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted.

M. Neighborhood Nuisance – No noxious, offensive or illegal activities shall be allowed on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

N. New Materials – All structures constructed or placed on any lot shall be built of substantially new material and no used structures shall be relocated or placed on any such lot.

O. Antenna and Satellite Dishes – Only one antenna mast will be permitted not to exceed fifteen (15) feet above the highest ridge of the house to which it is attached. All such antennas must be attached to the house. No satellite dishes may be placed on any lot.

P. Dwellings Destroyed – Any dwelling or outbuilding on any lot which is destroyed in whole or in part in fire, windstorm or for any other cause or act of God, must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness; provided, however, that in no event shall such debris remain longer than ninety (90) days.

Q. Trash Dumping, Burning, Etc. – No outside burning shall be permitted except for leaves.

R. Signs - All signs such as builders' signs, realty signs, etc., shall be approved by the Declarant. These signs should be placed in the center of the lot six (6) feet behind the curb. Under no circumstances may signs be nailed to trees. Such signs may be used only on a temporary basis.

S. Garages – All homes are required to have an enclosed garage, attached or detached.

T. Driveways – All homes are required to have concrete driveways running from the street to garage. This requirement will provide for a consistent curb appeal throughout the development.

U. Parking – Each lot owner shall provide space for parking at least two automobiles off the street. Parking on the street is not permitted except on a temporary basis.

V. Re-subdivision of Lots – Re-subdivision shall be permitted only for the purpose of adding on to existing lots and shall not be permitted in the event that any such add-on would leave a residue. More specifically, any individual lot owner wishing to enlarge his lot by purchasing an adjoining lot will have to purchase the entire adjoining lot or split it with the landowner adjoining on the other side of said adjoining lot.

W. Lot Clearing – It is the intention of the Declarant that as many trees as practical, considering the intended use of the property, remain on the lots.

No living tree having a diameter of six (6) inches at a height twelve (12) inches above the ground may be cut on any lot subject to these restrictions without the prior written consent of the Declarant, except such trees as may be growing in the area upon which the residence is to be built or within twenty (20) feet of that area.

X. Mailboxes – No mailbox or paper box or other receptacle of any kind for the use in delivery of mail or newspapers shall be erected or located on any lot unless and until the size and design any type of material for such box shall have been approved by the Declarant.

IV. EASEMENTS

A. Declarant reserves for himself, his heirs and assigns, for purposes he deems incident to his development of the real property subject to these restrictions, in addition to those shown on the recorded plat (except as set forth in subparagraph D below), the following easements and/or rights of way:

(1) The Declarant reserves a perpetual easement in, on, over and under all streets, lanes, drainage and utility easements as shown on the subdivision plats on the individual sections to be developed by him and in, on, over and under a strip of land ten (10) feet in width (unless otherwise indicated on the plat) along the side and rear and fifteen (15) feet along all front yard property lines of each lot and area, with the full right of entry by him or his licensees for the purpose of establishing, constructing and maintaining any underground utility,

conduits, and wires for telephone, electric power and other purposes, to lay, install and maintain facilities for sewage, potable and non-potable water, gas, storm drainage and other utilities therein. This reservation shall not be construed as an obligation of Declarant to provide and maintain any such activity or service.

(2) Declarant also reserves the right to trim, cut and remove any trees and brush for the installation, operation and maintenance of utility lines, gas, water and sewer mains and other services for the convenience of the property owners and appurtenances thereto.

B. Declarant reserved for himself, his heirs and assigns, an exclusive easement for the installation and maintenance of radio and television transmission cables within the rights of way and easement areas reserved and defined above.

C. On each lot, the rights of way and easement areas reserved by Declarant or dedicated to public utilities purposes shall be maintained continuously by the lot owner but no structure, plantings or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with the installation or maintenance of utilities; which may change the direction of flow of drainage channels in the easement; which may obstruct or retard the flow of water through drainage channels in the easements; or which damage or interfere with the established slope ratios or create erosion problems; provided, however, that where the existing location of an easement or drainage channel reserved in these restrictions or shown on the recorded map would hinder the orderly development of the lot on which the easement is located, the easement or drainage channel may be relocated by Declarant. Improvements within such area shall also be maintained by the respective lot owner except for those which a public authority or utility Declarant is responsible.

D. Erosion and Sedimentation Control:

(1) The developer's State approved Erosion and Sedimentation Control Plan does not include approval of land disturbing activities associated with any lot. Therefore, the allowable built-upon area per lot shall not exceed the square footage set forth below, inclusive of that portion of the right of way between the front lot line and the edge of the pavement, structures, pavement, walkways of brick, stone, slate, not including wood decking.

Allowable Buildable area per Lot:

Lots 1, 2, 3, 4	10,000 square feet
Lots 5, 6, 7	20,000 square feet
Lots 8, 9	25,000 square feet
Lot 10	15,000 square feet
Lots 12, 13	8,000 square feet

- (2) The covenants pertaining to stormwater regulations may not be changed or deleted without concurrence of the State.
- (3) Filing in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any owner or other persons.
- (4) Lot Owners or their agents shall comply with the North Carolina Sedimentation Pollution Control Act.
- (5) Lot Owners or their agents shall provide and maintain a buffer zone sufficient to restrain visible sedimentation between the land disturbing activity and any adjacent property, including the street right of way and watercourse.
- (6) The lot Owners or agent of the Lot Owners prior to commencing any land disturbing activities, which shall consist of the driveway pipe and 6-inch depth of 2-3 inch course aggregate base, shall install a construction exit.
- (7) New and affected cut of filled slope must be at an angle that can be retained by vegetative cover, AND must be provided with a ground cover sufficient to restrain erosion within the shorter of 15 working or 30 calendar days of the completion of any phase (rough or final) of grading. Rye grass is not an acceptable substitute for providing of temporary or permanent ground cover.
- (8) The Lot Owners or agent of the Lot Owners within the shorter of 15 working days or 30 calendar days after completion of construction must provide a permanent ground cover, sufficient to restrain erosion

(9) Lots that border the Neuse River and its tributaries are subject to the Neuse River Buffer Rules. Contact the Division of Water Quality, North Carolina Department of Environmental and Natural Resources for information.

During construction of driveways or land-disturbing activities on building Lots or street rights of way in front of lots, lot owners or their agents undertaking such activities shall be responsible for damage to roadways, ditch swales and sidewalks, and for installing erosion control devices to prevent accelerated erosion and sedimentation of water sources. These devices, if required by any governmental authority or by Developer, shall be constructed and maintained in accordance with the then current ordinances and regulations of the governmental authority having jurisdiction thereof. No construction debris shall be placed or dumped on any street right of way. Any ground cover or drainage system located within the street rights of way, ditches, or slopes of streets which are disturbed during construction activity shall be re-established by the lot owner responsible for such activity.

(10) Any person, firm or corporation acquiring title to two or more contiguous lots shall be allowed to erect a residence or other allowable structure across the interior lot lines. The easements reserved herein and those shown on the recorded map that would be relative to such interior lot lines, shall be withdrawn and not constitute an encumbrance on such lot.

Any relocation or withdrawal shall be first approved by the Declarant and a recorded plat showing the easement as originally located and as withdrawn or relocated shall be recorded in the office of the Register of Deeds of Craven County at the expense of the lot owner requesting such relocation or withdrawal.

V. COMPANY'S RIGHT TO PERFORM CERTAIN MAINTENANCE

In the event an owner of any lot shall fail to maintain the premises and/or the improvements situated thereon in a manner in keeping with other property in the neighborhood or community, the Declarant shall have the right, through his agents and employees, to enter upon said lot and the exterior of any building and any other improvements erected thereon. The

cost of such maintenance shall be considered a legal obligation of the lot owner for which the Declarant may maintain an action in a court having jurisdiction, but shall not constitute a lien on said lot unless and until a final judgment of such court shall be entered in the Office of the Clerk of Court of Craven County. Any lien obtained will be subordinate to any first deed of trust.

VI. REMEDIES

A. The Declarant, or any property owner, or any party to whose benefit these restrictions inure may proceed at law and in equity to prevent the occurrence, continuation or violation of any of these restrictions and the court in any such action may award the successful party reasonable expense in prosecuting such action, including attorney's fees.

B. The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of the Declarant or an aggrieved party to invoke an available remedy in respect of a violation of any of these restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the reoccurrence or continuation of said violation or the occurrence of a different violation.

VII GRANTEE'S ACCEPTANCE

A. The grantee of any lot subject to the coverage of the Declarant by acceptance of a deed conveying title thereto, or the execution of a contract of the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these restrictions and the agreements herein contained, and also, the jurisdiction, rights and power of Declarant, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the lots within the subdivision to keep, observe, comply with and perform said restrictions and agreements.

B. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, his heirs and assigns, all the risks and hazards of ownership or occupancy attendant to such lot, including but not limited to its proximity to any recreational facility, water way or street.

C. Each such grantee whose lot is adjacent to available underground electrical service, if any, also agrees to complete the underground secondary electrical service to his residence.

VIII. SEVERABILITY

Every one of the restrictions is hereby declared to be independent of, and severable from, the rest of the restrictions and of and from every other one of the restrictions and from every combination of the restrictions. Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the restrictions.

IX. VARIANCES

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 purpose 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 in writing and delivered to the lot owner.

X. STREET LIGHTS

The Declarant reserves the right to subject the lots within the Subdivision to a contract with Progress Energy of the Carolinas 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 of the Carolinas, or other utility, by the owner of each lot.

XI. CAPTIONS

The captions preceding the various paragraphs and subparagraphs of the restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the restrictions. Wherever and whenever applicable, the singular form of any work shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or the neuter.

XII. DURATION OF COVENANTS

All of the covenants, conditions and restrictions herein contained shall continue and remain in full force and effect at all times against the owner of any lot in such subdivision, regardless of how such owner acquired title, until the commencement of the calendar year, 2019, on which date all of such covenants, conditions and restrictions shall terminate and end and thereafter be of no further legal or equitable effect on such premises or any owner thereof; provided, however, that these covenants, conditions and restrictions shall be automatically extended for a period of ten (10) years and thereafter in successive ten-year periods of the base period, until the owners of a majority of lots in the subdivision shall, by written instrument duly recorded, declare a termination of the same. Each and every of the covenants, conditions and restrictions and servitudes contained herein shall be considered to be an independent and separate covenant and agreement, and in the event of any one or more of such covenants, conditions and restrictions and servitudes shall for any reason be considered to be invalid or unenforceable, all remaining covenants, conditions and restrictions, and servitudes shall nevertheless remain in full force and effect.

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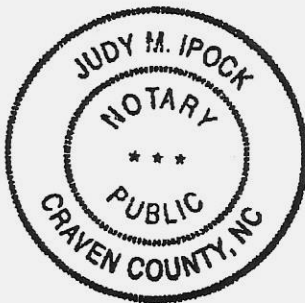
IN WITNESS WHEREOF, the Declarant has hereunto set his hand and seal this the day and year first above written.

Duane Seaman (Seal)
Duane Seaman

NORTH CAROLINA
CRAVEN COUNTY

I, the undersigned Notary Public for the county and state aforesaid, certify that Duane Seaman personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official stamp or seal this the 11th day of June, 2004.



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

State of North Carolina, Craven County
The foregoing certificate(s) of *Judy M. Ippock*
is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Craven County, NC in Book 491 Page 310
This 17 day of June A.D., 20 04 at 10:30 o'clock
Michelle L. Bell
Register of Deeds Asst. Deputy Register