



FOR REGISTRATION REGISTER OF DEEDS
KIMBERLY S. HARGROVE
HARNETT COUNTY, NC
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INSTRUMENT # 2009011306

Prepared by Lynn A. Matthews, P.A., Attorney at Law;
108 Commerce Drive, Ste B, Dunn, NC 28334

NORTH CAROLINA
HARNETT COUNTY

DECLARATION OF
PROTECTIVE COVENANTS FOR
CAROLINA SEASONS, PHASE 2,
SECTION 2

THIS DECLARATION made this 20th day of July, 2009 by CRESTVIEW DEVELOPMENT, LLC, a North Carolina limited liability company with its principal office in Harnett County, North Carolina, hereinafter referred to as "Declarant";

DECLARANT HEREBY DECLARES, COVENANTS AND AGREES with all persons, firms or corporations now owning or hereafter acquiring and interest in the real property hereinafter described and said real property is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth hereinbelow as to the use thereof, running with said property, by whomsoever owned, to wit:

ARTICLE I: SUBJECT PROPERTY. The real property which is, and shall be held, transferred, sold and conveyed subject to these protective covenants is located in the County of Harnett, State of North Carolina, and is more particularly described as follows:

BEING all of Lots 1 thru 12 and 69 thru 115 of Carolina Seasons, Phase 2, Section 2, as shown on map recorded in Map #2009-438 thru 440, of the Harnett County Registry.

ARTICLE II: LOTS AND VARIANCE OF LINES. Each lot, as referred to in Article I hereinabove, shall consist of a tract of land having an area as shown on the aforesaid recorded map. The owners of said lots may not vary the lines and boundaries of said lots except as otherwise provided herein; provided, the owners may not reduce the size of any lots except in accordance with appropriate re-subdivision approval by Harnett County or other local governmental agency, and the owners may not re-subdivide the lots in such a manner as to increase the number of lots within the subdivision. In the event the lines and boundaries of any said lots are revised or varied pursuant hereto, the location of the easements reserved herein and reserved as shown on the recorded Maps shall automatically change so as to be located along and with the property lines of the lots as revised.

ARTICLE III: BUILDING AND SETBACK REQUIREMENTS. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling not to exceed two stories in height and a private garage for not more than three cars.

No one story dwelling shall be permitted on any lot unless such dwelling has a ground floor area of the main structure, exclusive of basement, porches, garages and storage area, of not less than 1,200 square feet. No mobile homes shall be erected, altered, placed or permitted to remain on any lot. No dwelling shall have or contain a metal roof, metal siding or exposed cinder block; provided, painted or wood grain aluminum or vinyl siding, reasonably maintained, shall be permitted. Such metal or block materials shall be deemed exposed even though the same is painted completely. All materials used in the exterior construction of a dwelling shall be new building materials.

No building shall be located on any lot nearer than 35 feet to the front lot line, no nearer than 10 feet to any interior line, or nearer than 10 feet to any side street. No building shall be located nearer than 25 feet to the rear lot line. For the purposes of this restriction, eaves, steps and open porches shall not be considered as a part of any building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Minor violations of five (5%) percent or less in setback requirements shall not be cause for correcting action by owners.

In the event a lot owner builds a dwelling on two or more lots, the multiple lots shall be considered as one for the purpose of set back requirements.

ARTICLE IV: LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having an area of less than Fifteen Thousand (15,000) square feet.

The layout of lots shown on said plat shall be adhered to and no scheme of facing lots in any other direction than that shown on said plat shall be permitted; that said property shall not be further subdivided into single building lots but lots may be once subdivided to increase the size of adjoining lots. The grantor, its successors or assigns, reserves the right to further subdivide said property or to redivide the same in case of hardship, to waive restrictions as to building lines.

ARTICLE V: Uses. No lot shall be used except for single family residential purposes. No lot shall be used for business, manufacturing or commercial purposes. No retail or wholesale businesses are permitted, which shall include, but not be limited to, antique shops, gift shops, craft shops, beauty shops, or auto repair shops.

ARTICLE VI: EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard 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 VII: NOXIOUS OR OFFENSIVE ACTIVITY. No noxious, offensive or environmentally unsound activity, conditions or trade shall be carried on or permitted upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof, except as otherwise specifically permitted herein.

No mobile homes or inoperable motor vehicles may be stored or regularly parked on lots. No signs or billboards shall be placed, erected or maintained on any lot, except "For Sale" signs of not more than eight (8) square feet in area.

ARTICLE VIII: PETS. Dogs, cats and other household pets shall be permitted on all lots, provided (1) not more than five (5) pets can be kept and maintained upon any lot, and (2) said pets must be kept under proper supervision and control so as to not cause or create a nuisance or menace to others, and (3) said pets must be kept on the lot of their owner and must not be allowed to go upon the property of others or to run free and unrestricted upon the streets of the Property.

ARTICLE IX: TEMPORARY STRUCTURES. No structure of a temporary nature, trailer, camper, van, basement, tent, shack, garbage, barn or other outbuilding shall be erected, placed used or permitted on the Property for residential purposes. Trailers, campers, vans, boats, and RV's must be parked in back yards.

ARTICLE X: GARBAGE, REFUSE, AND DEBRIS. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, unhealthy or unkept condition of buildings on grounds on the property which shall tend to substantially decrease the beauty or usability of his lot or adjoining lots. All lots shall be kept clean and free of garbage, junk, trash, debris and any substance which might contribute to a health hazard or the breeding and inhabitation of snakes, rats, insects, or other pests and vermin. Each lot owner shall provide receptacles for garbage in an area not generally visible from the public street, or provide underground garbage receptacles or similar facilities in accordance with reasonable standards.

ARTICLE XI: COMMUNICATIONS AND MICROWAVE DISHES. Communication/Microwave dishes shall be positioned so that they are behind a house. If they are visible from a public street, they must be screened by fencing and/or shrubs so that they cannot be seen from the public street.

ARTICLE XII: STORAGE RECEPTACLES. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within an outbuilding or buried underground or screened so as not to be visible from the public street.

ARTICLE XIII: WATER AND SEWER SYSTEM. All water and sewage systems shall be installed and maintained in conformity with the requirements of the Harnett County Health Department, and shall be inspected and approved by same.

ARTICLE XIV: SIGHT DISTANCE AT INTERSECTIONS. No hedge or shrub planting which obstructs sight lines at more than three (3) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and line connecting them at points twenty (20) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot with ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XV: STREET LIGHTING. The Developer or his Assigns reserve the right to subject the real property in this subdivision to a contract with Central Electric Membership Corporation (EMC) for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to EMC by the owner of each building. Also, the County of Harnett may levy special tax assessments against each lot to install street lighting.

ARTICLE XV: NOTICE. Any notice required to be sent to an owner under the provisions of this Declaration shall be deemed to have been properly sent, notice thereby given, when mailed, postage prepaid, to the last known address of the person who appears as owner upon the Harnett County tax records. Notice to one of two or more co-owners of a lot shall constitute notice to all co-owners.

ARTICLE XVII: DURATION. 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, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument is signed whereby these properties shall be released from any of said covenants by a two thirds (2/3) majority of the then owners of the lots, has been recorded,

agreeing to change said covenants in whole or in part. However, Article XXI cannot be amended without the express written consent of the U. S. Army Corps of Engineers, Wilmington District.

ARTICLE XVIII: ENFORCEMENT. If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property which is subject to this Declaration to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him or them from doing or recover damages or other dues for such violation.

ARTICLE XIX. INVALIDATION. Should any covenants or restrictions herein contained, or any sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof, which are hereby declared to be severable and which shall remain in full force and effect. In addition, if there is any contradiction between these restrictions any governmental ordinance, law of regulation of a Federal, State or local agency, the latter shall prevail.

ARTICLE XX: FENCES. No fence shall be created on any lot closer to the front of the lot than the house's rear corner. No fence shall be built within the easement for utilities as set forth in Article VI of these covenants. Fencing traversing a lot shall be parallel with the front lot line. Provided however, that with respect to corner lots, no fencing shall be erected or maintained any closer than forty-five (45) feet from the front property line, not to exceed a ten-foot extension from the back corner of the house (extended from the back line of the house); and in the event a house has already been established on the lot adjacent to the corner lot, no fencing shall be erected on the corner lot any closer to the front of the lot than the distance the front corner of the adjacent structure is from its front property line; in any event, fencing shall be no closer than the house's rear corner. Solid privacy fences over three (3) feet in height shall not be built within twenty-five (25) feet of a public right-of-way.

ARTICLE XXI: CONSERVATION AREAS. The areas shown on the recorded plat identified as Carolina Seasons, Phase 2, Section 1, recorded in Map #2009-438 thru 440 as conservation areas shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall perform any of the following activities on such conservation area:

- a. fill, grade, excavate or perform any other land disturbing activities
- b. cut, mow, burn, remove or harm any vegetation
- c. construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or towers, or any other permanent or temporary structures
- d. drain or otherwise disrupt or alter the hydrology or drainage ways of the conservation area
- e. dump or store soil, trash or other waste
- f. graze or water animals, or use for any agricultural or horticultural purpose

This covenant is intended to ensure continued compliance with the mitigation condition of a Clean Water Act authorization issued by the United States of America, U.S. Corps of Engineers, Wilmington District, and therefore may be enforced by the United States of America. This covenant is to run with the land, and shall be on the Owner and all parties claim under it.

ARTICLE XXI: Property Owners Association. There is an existing property owners association for other phases of this Subdivision known as Carolina Seasons Property Owners Association, Inc. Declarant hereby annexes and adopts that portion of the Covenants and Restrictions recorded in Book 1080, Page 552 as it pertains to the property owners' association membership, voting rights and assessments only, subject to the following:


- a. Declarant/Developer shall retain architectural control for the lots contained in this Declaration (Phase 2, Section 1) and will not be subject to the Architectural Control as provided for in Article V of those Declaration of Covenants recorded in Book 1080, Page 552.
- b. The Developer/Declarant shall pay no association dues for any of the lots.

- c. Any builder purchasing a lot for residential construction and resale shall be responsible for a maximum of \$150.00 annual assessment, if any.
- d. Any subsequent purchaser of any unimproved or improved lot shall be responsible for the regular assessment as provided for by the Association.

Declarant does not intend to annex any other article or provision of that Declaration of Covenants and Restrictions recorded in Book 1080, Page 552, except as provided for above.

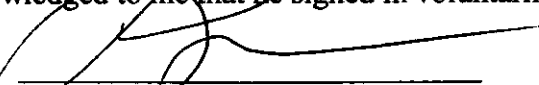
IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed in its corporate name by its duly authorized member-manager and its seal to be hereunto affixed by authority of its members the day and year first above written.

CRESTVIEW DEVELOPMENT, LLC
A North Carolina Limited Liability Company

By: 
DANNY E NORRIS, Member-Manager

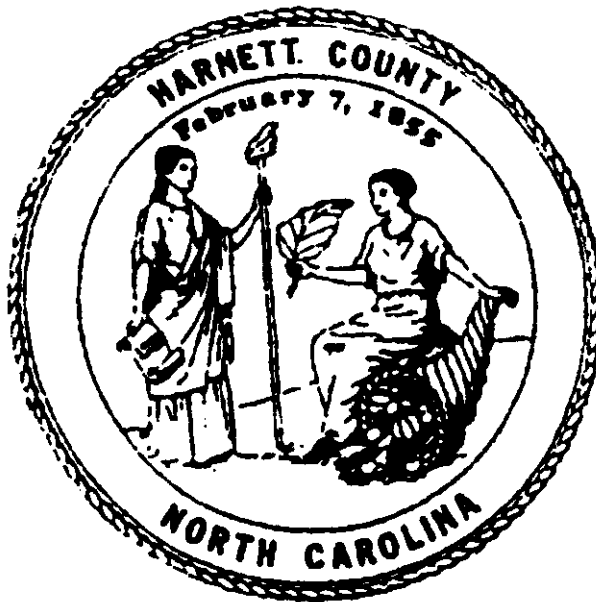
State of North Carolina
Harnett County

I, Lynn A. Matthews, a notary public of Harnett County, North Carolina do certify that on this 20th day of July, 2009, before me personally appeared Danny E. Norris, Member-Manager of Crestview Development, LLC, a North Carolina Limited Liability Company who is personally known to me to be the person(s) whose name(s) is signed on the preceding or attached record, and acknowledged to me that he signed in voluntarily for its stated purpose.


Lynn A. Matthews, Notary Public

My commission expires: 5/31/2011





KIMBERLY S. HARGROVE
REGISTER OF DEEDS, HARNETT
305 W CORNELIUS HARNETT BLVD
SUITE 200
LILLINGTON, NC 27546

Filed For Registration: 07/21/2009 01:50:16 PM
Book: RE 2652 Page: 530-538
Document No.: 2009011306
COVENANTS 9 PGS \$35.00
Recorder: ANGELA J BYRD

State of North Carolina, County of Harnett

KIMBERLY S. HARGROVE , REGISTER OF DEEDS

DO NOT DISCARD

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