

NORTH CAROLINA
ONslow COUNTY

**DECLARATION OF
CONDITIONS, RESERVATIONS AND RESTRICTIONS
OF HARVEST MEADOWS**

Prepared by: Gaylor Edwards & Vatcher, P.A., Attorneys

THIS DECLARATION OF CONDITIONS, RESERVATIONS AND RESTRICTIONS (the "**Declaration**"), is made this 16 day of June, 2022, by **SOUTH STATE DEVELOPMENT, LLC**, a North Carolina limited liability company, hereinafter called "**Declarant**";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with roads and streets; and

WHEREAS, Declarant desires to provide for the orderly development and preservation of the values of the real property described in Article II, and to that end imposes the covenants, restrictions, and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, the Declarant declares that the real property described in Article II hereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, and easements hereinafter set forth.

ARTICLE I: DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "**Architectural Control Committee**" shall initially mean and refer to the Declarant, or such other entity or individual as Declarant may appoint, until all Lots in the Subdivision have been fully developed and permanent improvements constructed thereon and sold to permanent residents at which time the Declarant shall appoint, and transfer the powers to three (3) Lot Owners which shall thereafter be the Architectural Control Committee. The Architectural Control Committee members shall not be entitled to compensation for their services absent Association approval, but may impose a reasonable fee, to be paid when plans and specifications are submitted, to cover the expense of any consulting fees.

(b) "**Association**" shall mean and refer to the HARVEST MEADOWS HOA, INC., a non-profit corporation, its successors and assigns.

Submitted electronically by "Gaylor Edwards Vatcher LawFirm"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Onslow County Register of Deeds.

(c) **“Development Rights”** means the rights of Declarant, independently or in combination with others, to: (i) add real estate to the Property; (ii) create lots, common area or limited common area within the Property; (iii) subdivide or combine lots or convert lots into common area, (iv) re-allocate the permissible built-upon area of any Lot or Lots; or (v) withdraw real estate from the Property.

(d) **“Lot”** shall mean and refer to any plot of land shown upon any original recorded subdivision map of the Properties, with the exception of the RBO 1, 0.62 acre parcel, RBO 2, 0.24 acre parcel, streets and roadways.

(e) **“Owner”** shall mean and refer to the legal or equitable owner, whether one or more persons or entities, vested with title to any Lot, whether such ownership be in fee simple title or as land contract vendee, but excluding any person or entity vested with title solely as security for the performance of an obligation of the Owner.

(f) **“Properties”** shall mean and refer to all lands described in Article II hereof, as are subject to this Declaration or any Supplemental Declaration.

(g) **“Special Declarant Rights”** means the rights of Declarant, its successors and assigns, to: (i) complete improvements indicated on recorded plats and any plans for the Property; (ii) exercise any development right, including taking such action as is required to comply with any governmental permit or approval issued in connection with the development of this Subdivision; (iii) maintain sales offices, management offices, signs advertising the Property, and models; (iv) use easements through common areas for the purpose of making improvements within the Property, or within real estate and right of ways, which may be added to the Property; (v) make the Property part of a larger planned community or group of planned communities; (vi) make the Property subject to a master association; or (vii) appoint or remove any officer or executive board member or director of the Association or any master association during any period of Declarant control.

ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

All that certain real property situated in Onslow County, North Carolina and more particularly shown and described on a plat entitled “Final Plat, HARVEST MEADOWS, SECTION I”, dated 01-06-2022 prepared by Tidewater Associates, Inc., and recorded in Map Book 82, Pages 51 - 51A, (consisting of 2 sheets) in the Office of the Register of Deeds of Onslow County, North Carolina, the **“Subdivision Plat,” with the exception of the RBO 1 and RBO 2 parcels.**

ARTICLE III: RESIDENTIAL USE

No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family dwelling, together with private garages or outbuildings incidental thereto, for single family residential use only. Provided, however, the Declarant shall have the right and privilege to use dwellings built by it as model homes from which to conduct sales operations of the remaining dwellings in the Subdivision. No Lot shall be re-subdivided, unless part of the subdivided Lot becomes a part of a whole Lot, and the remainder of the subdivided Lot satisfies the Onslow County subdivision ordinances requirements for a single family dwelling lot.

ARTICLE IV: CONSTRUCTION STANDARDS

Only site-built residential dwellings shall be allowed. All dwellings shall have a minimum enclosed heated living area of 1,200 square feet, if a one story dwelling, and not less than 600 square feet on the ground floor, if a two story dwelling. Garages, decks, terraces, open porches, basements and like areas shall not be included in the computation of the square footage for the purpose of this Article. Notwithstanding the foregoing, the Declarant may grant a variance of not more than 10% of the minimum enclosed heated living area.

ARTICLE V: SETBACK LINES

No building shall be located on any Lot nearer to the front line or nearer to the side street line than the

minimum set back lines shown on the recorded plat. No building shall be located any closer to a side or rear property line than eight (8) feet. However, a 10% variance is allowed, exclusive of open porches or attached garages. For the purposes of this covenant, eaves, steps and open porches shall not be a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

ARTICLE VI: ARCHITECTURAL CONTROL COMMITTEE

Section 1. The purpose of the Architectural Control Committee is to assure that the installation, construction, or alteration of any building, wall, fence or other structure or improvement ("Structures") on any Lot is in accordance with the standards set forth in this Declaration as interpreted and determined by the Architectural Control Committee. To the extent necessary to carry out such purpose, the Architectural Control Committee shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

Section 2. To preserve the architectural appearance of the Properties, no construction or placement of any Structure, or improvement of any nature whatsoever, shall be commenced or maintained by any Owner, family member of an Owner, tenant, visitor, guest, servant, agent or employee with respect to any Lot or any portion thereof, including without limitation, the construction or installation of any building or part thereof, garage, porch, gazebo, shed, driveway, sidewalk, greenhouse or bathhouse, playhouse, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters or any other temporary or permanent improvement or landscaping (other than planting or pruning of flowers and shrubs) on such Lot, nor shall any exterior addition, change or alteration thereof be made, unless and until the plans and specifications showing the nature, color, type, shape, height, materials and the location of the same shall have been submitted to and approved, in writing, as to the harmony of external design, location and appearance in relation to the surrounding Structures and topography by the Architectural Control Committee. The Architectural Control Committee shall have the sole discretion to determine whether the plans and specifications submitted for approval are acceptable and in compliance with the total scheme of the Properties. If such plans or specifications are not approved or disapproved within thirty (30) days from the date of receipt thereof by the Architectural Control Committee, then same shall be deemed approved by default.

ARTICLE VII: ROADWAYS, EASEMENTS

Every Owner shall have a right and easement for ingress, egress, regress, access, utility and drainage purposes in and over the roadways or streets shown on the Subdivision Plat, and such easement shall be appurtenant to and shall pass with the title to every Lot, whether or not specifically referenced in any deed of conveyance for such Lot. The streets shall be dedicated to public use and shall be maintained by the Declarant until such streets are accepted into the state road system or other public road system, or until such time as said streets are conveyed to the Association for maintenance if not accepted by the North Carolina Department of Transportation, or other public entity, for maintenance.

ARTICLE VIII: UTILITIES AND EASEMENTS

All electrical service and telephone lines between the street service and any residence shall be placed underground and no outside electrical lines shall be placed overhead, without the prior written approval of the Declarant or the Association. Any waiver of this restriction shall not be deemed a waiver as to any other Lot or lines. The Declarant, or its successors or assigns, reserves the right to subject the Properties to a contract with an electric utility company 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 said utility company by each Lot Owner for a pro rata share of the installation and maintenance expenses. The Declarant

shall be entitled to reimbursement from each Lot Owner for any water and/or sewer permits, tap fees or meters which have been obtained at the Declarant's expense.

The Declarant reserves for itself, its successors or assigns, an easement and right at any time in the future to grant to public utility companies easements, deemed necessary or desirable by the Declarant, its successors or assigns, in its sole discretion, for utilities along the front, side, and rear lines of all Lots for the construction and perpetual maintenance of conduits, pipes, poles, wires, and fixtures for electric lights, telephones, drainage, gas, water, sewer and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such services, with right of ingress to and egress from and across said premises to employees of said utilities.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet and side eight (8) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas 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.

The Declarant also reserves for itself, its successors and assigns, an easement and right, at any time in the future, to go upon any Lot in the Subdivision to take such corrective action as is required to comply with the Sedimentation and Erosion Control Permit.

The Declarant shall be entitled to exercise, and hereby reserves for itself, its successors and assigns, the Development Rights and Special Declarant Rights set forth in Article I, paragraphs (c) and (g), respectively, for a period ending upon: (i) the conveyance of all building Lots, or (ii) ten (10) years following the date of recordation of this Declaration, whichever occurs first.

ARTICLE IX: NUISANCES, TRASH STORAGE, AND LOT MAINTENANCE

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All Lots, whether occupied or unoccupied, shall be well maintained and no un-attractive growth or accumulation of rubbish or debris shall be permitted to remain on a Lot. No Lot shall be used in whole, or in part, for the storage of trash or rubbish of any character, other than as herein after provided. Trash, garbage or any other waste material shall be kept in sanitary containers. Equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Storage of any property or materials which detract from the appearance of the neighborhood, or emit foul or obnoxious odors is prohibited. All trash and storage shall be stored in the rear of the dwelling or within an enclosed facility and in such a manner so as not to be viewed from the streets or neighboring Lots. No elevated tanks of any kind shall be erected, placed, or permitted on any part of the Properties, except as approved by the Declarant, or the Association. Any tanks approved shall be adequately concealed from view from the streets and neighboring Lots. Declarant reserves, for itself and for the Association, the right to enter upon and cut grass, weeds or undergrowth and remove any prohibited property or materials on any Lot or easement, but shall be under no obligation to do so. The Declarant, or the Association, may contract for, and assess the Lot Owner, any maintenance or repair expenses incurred to enforce this covenant.

ARTICLE X: MOTOR VEHICLES RESTRICTIONS

Any motor vehicle parked on any Lot shall have a current license plate, registration and inspection sticker. No motor vehicles, other similar vehicles or equipment shall be repaired or placed on blocks or stands, except in an enclosed garage. No motor vehicles shall be parked between the front of the dwelling and any adjoining street, other than in the driveway. No boats, trailers, motor homes or campers shall remain parked between the front of a dwelling and any adjoining street, nor nearer than ten (10) feet to any side Lot line. Except when used during and as a part of the construction of a dwelling on the Lot, no trucks or buses (other than pickup trucks of one-ton capacity or less, small vans or small trailers) shall be parked overnight on any Lot, except in an enclosed garage.

ARTICLE XI: FENCES

No fence over a height of six (6) feet shall be constructed between a line extending from the mid-point of the side of the primary dwelling to each side lot line and the rear property line. The finished sides of any fence allowed must face toward: (i) the front property line for that portion extending from the mid-point of the side of the primary dwelling to each side lot line, (ii) the side lot line for that portion on or immediately adjacent to a side lot line and (iii) the rear property line for that portion on or parallel to the rear property line. Unless unduly burdensome due to topographical or other physical conditions, as determined by the Declarant, or the Association, all fences shall be constructed on, or as close as reasonably possible to, the common property line with the adjacent Lot. Every Lot owner shall have the right to tie in with an existing fence wall running down the common property line of his Lot, such that the fence along the common property line becomes a shared fence wall. Every Owner is deemed to agree that minor deviations (less than one foot) in the actual layout of the fence along the common property line shall be waived upon completion of construction. No fence shall be erected between a line extending from the mid-point of the side of the primary dwelling to each side lot line and the street right of way, provided however, a decorative fence of complimentary architectural design not exceeding a height of one (1) foot may be located nearer to the front property line than described above. On lots abutting more than one street, there shall be no fences located nearer any street right of way than the most distant portion of the wall of the dwelling facing that street right of way. No welded or webbed wire fence shall be allowed. The Declarant reserves the right, but not the obligation, to erect privacy fences along the rear of any Lot. If Declarant exercises its right to erect such privacy fence or fences, the Owner shall be obligated to repair, maintain and replace such fence. Upon failure of the Owner to repair, maintain or replace any fence erected by Declarant, the Association shall have the right to do so, and to assess the defaulting Owner the costs and expense of such repair, maintenance or replacement.

ARTICLE XII: ANIMALS

No animals, livestock or poultry of any kind shall be raised or kept on any lot except as follows: dogs, cats or other household pets, may be kept, provided that they shall not be kept or maintained for any commercial purpose. Any and all pets shall not be allowed off the Owner's Lot, unless same are leashed, under the direct physical control of the Owner or a family member at all times, and are not creating a nuisance to, or threat to the safety of, the other residents, or guests of residents, in the Subdivision. Pets shall not be restrained on Lots by any chains, ropes or other leash type device anchored or fastened to a temporarily or permanently immovable object or structure. Any violation of the provisions set forth in this Article shall subject the Lot Owner to a fine, and/or a directive for the Owner's animal to be permanently removed from the Subdivision, as determined in the reasonable discretion of the Declarant, or the Association, in accordance with North Carolina General Statutes Section 47F-3-102(12).

ARTICLE XIII: SIGNS AND MAILBOXES

No billboard, sign or advertising device of any character shall be erected, placed, permitted, or maintained on any Lot, except one sign of not more than one (1) foot square with name and address of owner, other than a "for sale" or "for rent" sign by the owner or his agent of not more than three (3) square feet.

Mailboxes shall be located no nearer to the paved portion of the public road abutting each lot than 12 inches. Mailboxes shall also be of a type, size, and design as that which is originally approved by the Declarant. No brick or stone mailboxes shall be permitted.

ARTICLE XIV: RESTRICTION FOR ABOVE GROUND POOLS

No above ground pool shall be permitted on any Lot which is visible from any street.

ARTICLE XV: SIGHT DISTANCE EASEMENTS

No fence, wall, hedge or shrub planting which obstructs sight distance lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area as shown by the typical sight distance at the street intersections as shown on the recorded plat. Nothing 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 XVI: STORMWATER MANAGEMENT

- A. The following covenants in this section 4 are intended to ensure ongoing compliance with State Stormwater Management Permit Number 19.01.0001 as issued by the City of Jacksonville, North Carolina, under NCAC 2H.1000, hereinafter referred to as the “Permit”.
- B. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.
- C. These covenants are to run with the land and be binding on all persons and parties claiming under them.
- D. These covenants pertaining to stormwater listed in this Article may not be altered or rescinded without the consent of the City of Jacksonville, North Carolina.
- E. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the City of Jacksonville, North Carolina.
- F. The maximum built-upon area per lot is **3,000 square feet**. This allotted amount includes any built-upon area (“BUA”) constructed within the lot property boundaries and that portion of the right-of-way between the front lot line and the edge of the pavement. Built-upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina, driveways, and parking areas, but does not include open wood decking or the water surface of swimming pools.
- G. Filling in or piping any vegetative conveyances (ditches, swales, etc.) associated with the development, except for average driveways crossings, is strictly prohibited by any persons.
- H. Each Lot will maintain a minimum 50 foot wide vegetated buffer between all impervious areas and surface waters.
- I. All roof drains shall terminate at least 50 feet from the mean high water mark of surface waters.
- J. Built-upon area in excess of the permitted amount requires a state stormwater management permit modification prior to construction.
- K. All permitted runoff from outparcels or future development shall be directed into the permitted stormwater control system. These connections to the stormwater control system shall be performed in a manner that maintains the integrity and performance of the system as permitted.
- L. Prior to making any alteration or improvement to any Lot which will increase the BUA upon such Lot, the Owner must first submit to, and obtain the written approval of, the Association a proposed plan of such alteration or improvement which specifies the amount of additional BUA proposed for such Lot. The Association shall have fifteen (15) days from the date of submission of such proposed plan to notify the Owner, in writing, of approval or denial of such proposal. Upon the request of Declarant or the Association, the Owner shall provide an “as-built” physical survey from a professional land surveyor showing the location and number of square feet of impervious area on such Owner’s Lot. Such physical survey shall be provided to the Declarant or Association within thirty (30) days of the request for same.

ARTICLE XVII: ASSESSMENTS AND MEMBERSHIP

Section 1. Purpose of Assessments. The Association has been or will be formed at the direction of the Declarant pursuant to the rules and requirements of the Nonprofit Association Act (Chapter 55A) of the General Statutes of North Carolina as an association of the owners of the Lots. Its purposes are to: (1) oversee,