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RECORDED AND VERIFIED
REBECCA P. TUCKER
REGISTER OF DEEDS
NEW HANOVER CO. NC

JUN 17^P 1 42 PM '85

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NORTH CAROLINA

NEW HANOVER COUNTY

DECLARATION OF RESTRICTIVE COVENANTS
CASTLE COVE SUBDIVISION

51

KNOW ALL MEN BY THESE PRESENTS:

THAT KALEMAR ENTERPRISES, INC., a North Carolina Corporation, with JAMES L. MARTIN and wife, HOPE C. MARTIN, being the owners and developers of a certain Subdivision in New Hanover County, North Carolina, known as "CASTLE COVE", as shown on a map titled "CASTLE COVE SUBDIVISION" recorded in Map Book 25 at Page 48 in the office of the Register of Deeds of New Hanover County, have established a general plan for the improvement and development of said real property as a residential subdivision. Kalemar Enterprises, Inc., and James L. Martin and wife, Hope C. Martin, in connection with their general plan for the improvement and development of said real property, desires to establish and place certain covenants, conditions, reservations and restrictions upon which and subject to which all residential lots, and/or portions of such lots, shall be held, improved, sold or conveyed by them as owners thereof and upon the use and occupancy of said residential lots, or portions thereof,

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which may be sold by them from time to time in any section of said subdivision and to maintain said residential areas, does hereby place upon all lots, or portions thereof, sold by them in said subdivision after this date, the following covenants, conditions, reservations and restrictions:

DEFINITIONS: As used in this Declaration of Restrictive Covenants the following terms shall mean:

(a) KALEMAR ENTERPRISES, INC., hereinafter sometimes referred to as "Company", means (i) the Company, and (ii) the Company's successors and assigns.

(b) "Property" generally means the real property owned by the Company in New Hanover County, North Carolina, which is more fully described in those deeds to the Company and recorded in Book 1213 at Page 409, Book 1213 at Page 412, and Book 1213 at Page 425 and one lot owned by James L. Martin and wife, Hope C. Martin, which lot will be known as Lot 7 of Castle Cove, being a portion of that property described in a deed recorded in Book 1213 at Page 405, all as shown on that certain map titled "CASTLE COVE SUBDIVISION" recorded in Map Book 25 at Page 48 of the New Hanover County Registry, together with any additional real property which may hereafter be made subject to these restrictions, as the same may be amended from time to time, and be made subject to the jurisdiction of the CASTLE COVE HOMEOWNERS ASSOCIATION, INC.

(c) "Lot" or "lots" shall mean those portions of the real property specifically allocated, platted and/or recorded as lots for sale and/or use as single family residences on any recorded map or maps of CASTLE COVE Subdivision, and described as Lots 1A, 1B, 2, 3, 4A, 4B, 5A, 5B, 6 and 7.

(d) "Association" shall mean the CASTLE COVE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

(e) "Subdivision" shall mean the real property hereinabove referred to under (b) which is being developed as CASTLE COVE Subdivision.

(f) "Restrictions" shall mean the covenants, conditions, reservations and restrictions set forth in this Declaration of Restrictive Covenants.

(g) "Owner" shall refer to the purchaser of a lot or lots in the CASTLE COVE Subdivision.

(h) "Residence" and/or "dwelling" shall mean a single family residence.

(i) "Martins" shall mean James L. Martin and wife, Hope C. Martin, their heirs and assigns.

1. APPLICABILITY: These Restrictions shall apply to all residential lots sold by the Company after the date hereof, including Lot 7 owned by Martins.

2. HOMEOWNER'S ASSOCIATION: For the purpose of maintaining roads, traffic control, wood fences, boat ramp,

sewage collection and treatment system, general planting within roadway areas and the enforcement of the covenants, conditions, restrictions and reservations set forth in this Declaration of Restrictive Covenants, and maintaining all common community services, if any, of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners, especially the communal sewage system, CASTLE COVE HOMEOWNERS ASSOCIATION, INC., a non-profit corporation has been established. Each and every lot owner, in accepting a deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted By-Laws and rules of the CASTLE COVE HOMEOWNERS ASSOCIATION, INC., a non-profit corporation.

3. RESIDENTIAL USE: All lots, and each and every one, are to be used for single family residential purposes only and shall not be used or occupied by other than a single family and shall not be used for other than residential use. No building or structure other than one single family residence, together with a barn and other similar permanent outbuildings shall be erected or placed on any lot. No structure of a temporary nature, trailer, tent, shack, or other similar structure shall be permitted on any lot either temporarily or permanently at any time; provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main

dwelling, it being clearly understood that these latter temporary shelters may not be permitted to remain on the lot after completion of construction of the main building. Such temporary building shall be allowed only for a period of nine (9) months.

4. DIVISION OF LOTS:

(a) No lot, including Lot 7, shall be subdivided, or its boundary lines changed except with the prior written consent of the Company.

(b) No lots shall be increased in size by filling in the waters or marshlands on which it abuts without the prior written approval of the Company and the appropriate State and Federal agencies.

(c) A single lot, as shown on the plat of CASTLE COVE, shall be the minimum building area upon which a single family residence may be constructed. One or more lots may be utilized as a single building plot.

5. PLANS FOR BUILDING AND SITE IMPROVEMENTS:

(a) No building, fence, wall, bulkheading, pier or other structure shall be erected, placed or altered on any lot, nor shall the grade or elevation or physical characteristics, including, but not limited to marshlands and plant life, of any such lot, or portion thereof, be altered in any way

whatsoever, until the proposed building plans, specifications, exterior colors and finishes, site and grading plans (showing the proposed location of such building or structure, drives, curves, parking areas and proposed alterations to the grade, elevation or physical characteristics of the site), sections, elevations, topographical survey map locating existing plant life (only for all wooded or partially wooded lots) or a landscape plan (only for building sites that are barren or have been disturbed by construction), and construction schedule shall have been submitted to and approved in writing by the Company, its successors or assigns.

(b) Before construction shall begin the owner shall submit to the Company each of the items such as building plans, site plans, etc., enumerated in subpart (a) of this paragraph as may be required by the Company. The owners shall submit same to the Company without waiting or receiving a request for same from the Company.

(c) Refusal of approval of any such plans, location or specifications may be based by the Company upon any ground, including purely environmental considerations, that in the sole and uncontrolled discretion of the Company shall seem sufficient.

(d) No changes, modifications or deviations

in or from such plans, grading, landscaping, specifications, etc. as enumerated in subpart (a) of this paragraph as approved shall be made without the prior written consent of the Company.

(e) Two (2) copies of all plans and related data and any changes, modifications or deviations thereof shall be provided to the Company. One (1) copy shall be for the records of the Company and the second shall be returned to the owner, and the approval of same shall be evidenced by the written endorsement of the association on same. Neither the Company nor the Association shall be responsible for any structural or other defects in plans or specifications submitted to it or in any structure erected according to such plans and specifications. The Company shall have ten (10) days for disapproval of any features submitted by an owner by hand or registered or certified mail, return receipt requested. Any longer period taken shall be considered approval of plans submitted.

6. RESIDENCES:

(a) The minimum square footage of the main dwelling shall be fifteen hundred (1500) square feet of heated floor space, exclusive of garage, covered walks and porches.

(b) The maximum square footage of the

building footprint (ground coverage) shall be fifteen (15%) percent of the building lot land area (square footage of such lot).

(c) All plans for any dwelling must be designed by a registered architect, unless approved by the Company.

(d) Entrance lights and yard lighting shall be small wattage, low level ground lighting. High intensity flood lighting from poles or dwellings are permitted with the Company approval pursuant to Paragraph 5.

(e) The height of any building shall not be more than two (2) full stories above street level, except as may be approved by the Company pursuant to the provisions of Paragraph 5.

7. SETBACK LINES:

(a) No building or structure of any nature shall be located closer than fifteen (15) feet to side property lines and twenty-five (25) feet to any subdivision road right-of-way or road easement. These setback lines apply to any part of such residence except to roof overhangs which may extend up to four (4) feet over the fifteen (15) feet side property line setback requirement only.

(b) With respect to water front or canal

setback lines, the Company reserves the full right to control and approve absolutely the site and location of any residence or other structure upon any lot but in no event shall any residence or other structure be located closer than twenty-five (25) feet to any water front or canal, save and except a bulkhead and/or pier and/or boat houses.

8. CENTRAL, COMMUNAL SEWAGE COLLECTION SYSTEM:

Until such time as a public system is available, CASTLE COVE shall have a private, sewage collection and disposal system owned and operated by the Association. The overall system is to be comprised of a septic tank on each lot for pre-treatment of sewage; a pump tank, pump, high water alarm and pressure piping to a communal manhole or central pump tank on each lot with elevation prohibiting gravity flow to the central sewage collection pipes or gravity flow pipes for lots with appropriate gravity flow system; central sewage collection pipes and the central sewage pump tank (or tanks) from which liquid is pumped to an absorption field and distributed into the soil via low pressure pipes. Each lot owner shall provide and maintain components within the property boundaries of his lot for this system. The Company shall provide the central components of this system to be conveyed to the Association after initial construction. The Company for itself and the Association reserves an easement for purposes of ingress and egress to each lot for

inspection and repair of the septic tank, pump tank or piping as necessary, especially, if an Owner does not properly and promptly maintain this sewage equipment in accordance with statutes set by applicable law and the Association. The cost of such inspection and maintenance, if required, shall be assessed to the lot owner as a special assessment collected pursuant to Paragraph 20 below.

Each lot owner with a septic tank system shall maintain all components of the system within the boundary of his lot, except for any communal easement lying within his lot, in accordance with applicable County and State laws and rules. Septic tanks shall be checked, and cleaned if sewage needs removing, at least once every three years with no garbage grinder discharging into the tank and once every year with a garbage grinder discharging into the tank. Sewage removal and disposal is only allowed by an individual properly licensed for such purposes.

9. PARKING AND DRIVEWAY: Each lot owner shall provide space for parking at least two (2) automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Company. There shall not be located on any lot any more than one (1) driveway (loop through driveways with two street accesses are acceptable). All driveways shall be either gravel, asphalt or concrete.

10. NATIVE GROWTH: The native growth of such lots, such as trees, bushes, shrubs, marsh grasses, marshlands, or other vegetation whatever, shall not be permitted to be destroyed, removed, installed or planted from or on any lot without prior written approval of the Company, based upon a site plan, landscaping plan or planting plan submitted to the Company. No alterations of marshland will be permitted. In the event such growth is destroyed, removed, installed or planted, except as stated above, the Company may require the removal, replanting or replacement of same, the cost thereof to be borne by the subject lot owner.

11. TANKS, ETC.: No fuel tanks, elevated tanks or similar storage receptacles shall be exposed to view. Any such tanks or receptacles may be installed only within the main dwelling house, within an accessory building, if permitted, within a screened area or buried underground; provided, however, that nothing contained herein shall prevent the Company or Association from erecting, placing or permitting the placing of tanks, or other apparatus, on the property for uses relating to the provision of utilities or other services for the premises.

12. GARBAGE DISPOSAL: Each lot owner shall provide receptacles for garbage in an area not generally visible from the road. All receptacles shall be secured by locking devices or enclosed to prevent access by animals.

13. CONSTRUCTION COMPLETION: When the construction of any residence is once begun, work thereon must be prosecuted diligently and must be fully completed within nine (9) months of the date that construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

14. MAINTENANCE:

(a) No lot, residence, building or other structure shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot, residence, building or other structure to appear in an unclean or untidy condition or that will be obnoxious to the eye. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of residences, building or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

(b) No obnoxious or offensive activity of any nature shall be carried on or conducted upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood and no substance, thing or material

shall be kept upon any lot that might or will cause excessive noise, emit foul or obnoxious odors or cause any other condition to exist that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

15. PIER AND DOCKING FACILITIES:

(a) Piers, bulkheads, boathouses and boat moorings shall be approved by the appropriate State and Federal authorities and by the Company.

(b) Pier and boathouse construction is limited to one (1) floating dock and ramp access from the bulkhead per lot fronting on the waters of Prince George Creek.

(c) No structure shall protrude into the natural water line more than three (3) feet.

(d) Subject to paragraph 16 below, all piers or docking facilities are for the exclusive use of CASTLE COVE property owners and shall not be rented or used as dockage for "live aboard" boats.

(e) The Company and/or the Association shall not be responsible for any structural or other defects in plans or specifications in the design of or the plans for any pier or dock or in the structure erected according to such plans or specifications.

(f) All lot owners who construct or cause to

be constructed private docks, piers, boathouses, slips or moorings as hereinabove provided for in this paragraph shall maintain said structures in good repair and keep the same clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservatives in an attractive manner. If the owner fails to do so, the Company, who shall be the judge as to whether such structures are clean, orderly in appearance and properly painted or preserved, shall notify the owner and said owner shall have thirty (30) days to remedy such conditions. If the owner fails to remedy such conditions then, and in such event, the Company, at its option, may remedy such conditions and the cost of the same shall be done at the owner's expense.

16. BOAT RAMP FACILITIES: Boat ramp facilities and access easements provided by the Company and as shown on the Map of CASTLE COVE Subdivision are for the exclusive use of the subdivision property owners, their lessees or tenants and M. E. Katzenberger, 303 Garden Place Drive, Castle Hayne, North Carolina; James L. Martin, 317 Garden Place Drive, Castle Hayne, North Carolina and M. S. Katzenberger, Route #3, Box 268, Castle Hayne, North Carolina, their families and guests. Trailer and vehicular parking shall be

provided, and same shall be on a "first come, first serve" basis. The Company shall designate where this parking shall occur within the common areas of this subdivision.

17. BULKHEAD AND CANAL MAINTENANCE: Each lot owner shall maintain water passage clear of trees and other debris in channel contiguous to his lot.

18. STREETS, EASEMENTS AND RIGHTS-OF-WAY:

(a) The Company does not by any deed conveying any of said lots convey to the owner any of the land in any platted street and has and hereby reserves all easements for utilities, drainage or common areas, if any, shown on the recorded plat or plats of said subdivision and full rights of ingress and egress for itself, its agents, employees, and assigns over any part of the property for the purposes of installing and servicing the utilities and drains for which the easements are reserved.

(b) No structures, including walls, fences, paving or planting shall be erected upon any part of the property which will interfere with the rights of ingress and egress provided in subpart (a) of this paragraph.

(c) Upon completion of the streets in this subdivision by the Company, title to same shall be conveyed to the Association as common area.

(d) All streets shall be private, unless the