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Nash County North Carolina
Sandra D. Davis Register of Deeds
BK **3220** PG **583-588**

NORTH CAROLINA
NASH COUNTY

DECLARATION OF RESTRICTIVE
COVENANTS FOR
POPLAR RUN, PHASE 5 SUBDIVISION

THIS DECLARATION OF RESTRICTIVE COVENANTS, executed this 23rd day of May, 2022 by EAST COAST TIMBERLAND, INC., A North Carolina corporation, with its principal office in Nash County, North Carolina, (“Developer”);

WITNESSETH:

WHEREAS, Developer is the owner of that certain real estate development known as “Poplar Run, Phase 5” according to a map recorded in Plat Book 37, page 345, Nash County Registry and reference is hereby made to said map for a more particular description; and

WHEREAS, Developer desires to protect the future owners and occupants of homes and dwellings located in Poplar Run, Phase 5, from the encroachment of undesirable buildings and undesirable building practices, and desires generally to preserve Poplar Run, Phase 5 as an area suitable for healthful and pleasant living conditions; and

WHEREAS, Developer proposes and intends by this instrument to create certain restrictions upon Poplar Run, Phase 5 which shall henceforth be binding upon all future owners of lots within Poplar Run, Phase 5;

NOW, THEREFORE, in consideration of the premises and for the purposes herein expressed, Developer does hereby set forth and declare the following restrictions and does covenant and agree with all persons, firms and corporations hereafter acquiring any lot within said Poplar Run, Phase 4 that said lots shall be subject to the following:

USE RESTRICTIONS

1. Each lot in Poplar Run, Phase 5 shall constitute a residential building site, and shall be used for residential purposes only. The layout of the lots as shown on the recorded plat shall be substantially adhered to, provided, however, with the prior written approval of Developer, the size and shape of any building site may be altered, provided that no lot may be subdivided so as to produce a greater number of lots. More than one lot may be used as one building site, provided that the location of any house or structure permitted thereon is approved in writing by Developer. No house or structure shall be erected, altered, placed or permitted to remain on any lot, other than one detached single-family dwelling, not to exceed two and one-half stories in height, and a private garage for not more than three vehicles.

2. No constructions, building, landscaping or improvements shall be made or placed on any lot until the building plans, specifications and plat plans showing the location of such improvements on the lot have been approved in writing by Developer as to conformity and harmony of external design and external materials with existing houses or structures in the area, and as to location with respect to topography, finished ground elevation, and neighboring structures. In the event Developer fails to approve or disapprove such design or location thirty (30) days after said plans and specification have been submitted and received, this covenant will be deemed to have been fully complied with by the person or entity submitting such plans.

3. Except with the prior written approval of Developer, no building of any kind, including garages, shall be located on any lot less than 50 feet from the front property line and no building

shall be located less than 15 feet from any interior lot line or less than 30 feet from any rear lot line.

4. Except with the prior written approval of Developer, no residential structure which has a minimum area of less than 1500 square feet of heating living area, shall be erected or placed on any lot.

5. No business activity or trade of any kind whatsoever 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 sign (except temporary realtor signs) shall be erected or maintained on the premises unless approved in advance by Developer. No trucks, boats or tractors may be stored or regularly parked on the premises except in a garage or well-screened enclosure. All garbage, trash cans, gas tanks, fuel oil tanks, and lights must be adequately screened from neighbors.

6. No shell home, single wide trailer, camper, tent, shack, barn, or other similar outbuilding shall be erected or placed on any lot covered by these covenants. On or off frame modular homes, double wide homes and stick built homes may be erected on any lot. All homes must have a brick foundation. Any structures other than the home must substantially conform to the style, design and color of the home itself.

7. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property, and no pets shall be permitted to run at large.

8. No fence, wall, hedge, or mass planting shall be permitted, except upon the prior written approval of Developer.

9. No trucks in excess of 1 ton may be regularly parked on any lot, except with the written consent of Developer.

10. No stripped, partially wrecked or junked motor vehicle, or parts thereof, shall be permitted to be parked or kept on any lot. All motor vehicles of any type kept on any lot shall have a current registration and inspection certificates. No unlicensed vehicle shall be allowed on any street or any lot or property not owned by the driver of the vehicle.

11. No satellite dishes greater than 24 inches in diameter shall be erected, placed or maintained on any part of the lot or upon a structure thereon. No antenna or tower may exist over ten (10) feet in height.

12. No three (3) or four (4) wheel all-terrain vehicles shall be operated within the subdivision.

13. Adequate off-street parking shall be provided by the owner of each lot for the parking of motor vehicles owned by such owner.

14. Each owner shall keep his lot free of tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a pleasing appearance. In the event an owner does not properly maintain his lot, Developer may have the required work done and the costs thus incurred shall be paid by the owner.

15. Except with the prior written approval of Developer, all telephone, electric, and other utility lines and connections between the main utility lines and the residences and other buildings located on each lot shall be concealed and located underground so as not to be visible.

16. The exterior of all houses and other structures must be completed within twelve months after the date construction commenced, except where such completion is impossible, or would result in great hardship to the owner of the building due to strike, fires, national emergency or natural calamity, unless otherwise extended by Developer.

17. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Upon the failure of a lot owner to correct any such conditions within ten (10) days after written notice has been received from Developer, Developer shall have the right to correct such condition and the expense of such correction shall be paid by the lot owner.

18. Prior to the construction of any house or other building on any of the above-described lots, the owner shall comply with all State, County and City rules, regulations and requirements.

GENERAL PROVISIONS

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 2045, at which time said covenants shall be automatically extended for successive periods often ten (10) years, unless by vote of the majority of the then owners of the lots in Poplar Run Phase 5, it is agreed to change said covenants in whole or in part.

2. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

3. Enforcement of the aforesaid covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages. Developer or any lot owner may enforce these covenants.

IN WITNESS WHEREOF, Developer has hereunto caused this instrument to be executed in its name by its President all by due corporate authority duly given, the day and year first above written.

EAST COAST TIMBERLAND, INC.

By: James Timothy Matthews
James Timothy Matthews, President

NORTH CAROLINA
COUNTY OF Nash

I, Stacey B Wise, a Notary Public in and for said County and State, do certify that JAMES TIMOTHY MATTHEWS, President of EAST COAST TIMBERLAND, INC., personally appeared before me this say and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this day 23rd day of May, 2022.

My commission expires- 12 | 8 | 2022

(SEAL)

Stacey B. Wise
Notary Public

STACEY B. WISE
NOTARY PUBLIC
NASH COUNTY, NC

26.00
HB