

PREPARED BY AND RETURN TO: EAGLES NEST - POA
JOHN R. HOOD
1421 ROCK SPRING STREET
GREENSBORO, NORTH CAROLINA 27405

NORTH CAROLINA
JOHNSTON COUNTY

THIS DECLARATION OF PROTECTIVE COVENANTS, made and entered into this the 25th day of October, 2001 by and between JOHN HOOD, POA, hereinafter referred to as the Declarants, and ALL SUBSEQUENT OWNERS of lots in that tract of real property located in O'Neal Township, Johnston County, North Carolina, known as Eagles Nest Phase One recorded in Plat Book 59, Page 369, Johnston County Registry, their heirs, successors and assigns, hereinafter referred to as the Subsequent owners:

WITNESSETH:

WHEREAS, the Declarants are the owners of the real property described in Article I of this Declaration and are desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property, and for the owners thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner hereof.

NOW, THEREFORE, the Declarants hereby declare that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

ARTICLE I:

The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the Articles of this Declaration is located in the County of Johnston, State of North Carolina, and is more particularly described as follows:

BEING all of Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, of Eagles Nest Phase One, as recorded in Plat Book 59, Page 369, Johnston County Registry.

ARTICLE II:

OBJECTIVES OF THIS DECLARATION: The real property described in Article I hereof is subject to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot hereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the beauty of the property; to obtain harmonious color schemes; to insure the highest and best development of the property compatible with its natural characteristics; to guard against the erection thereof of poorly designed or proportioned structures, and secure the erection of attractive homes thereon, with appropriate locations to secure and maintain proper set-backs from streets, and adequate free space between structures; to promote, support and maintain the fauna and flora native to this property, and in general, to provide adequately for high type and quality of improvement in said property, and thereby to enhance the value of investments and the quality of life of the purchasers of lots therein.

ARTICLE III:

LAND USE AND BUILDING TYPE: No lot shall be used except for private, single family residential purposes. 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, exclusive of basement, a private garage for not more than three cars, and such necessary out buildings as are harmonious in size, design and color scheme with the primary structure upon the lot. Buildings shall be neat in appearance and the exterior portions thereof shall be of new materials only.

ARTICLE IV:

WAKE ELECTRIC RESTRICTION: All electric services will be underground. The developer reserves the right to subject the real property in this subdivision to a contract with Wake Electric for the installation of underground 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 Wake Electric by each residential customer.

ARTICLE V:

DWELLING SIZE: No one-story dwelling shall be permitted on any building lot which dwelling has a total finished living area of less than 1,200 square feet, exclusive of porches, breezeways, steps and garages. All roofs must have minimum 7/12 pitch. All driveways are to be concrete. Declarant reserves the right to adjust plan and/or setback up to 10% of total required.

ARTICLE VI:

BUILDING LOCATION: No dwelling shall be located on any lot nearer to the front lot line than 40 feet nor nearer to any side street than 30 feet. No building or structure shall be located nearer than 12 feet to an interior lot line. A detached garage may be placed 12 feet from the interior and rear lot line provided such detached garage is located at least as far back from the front line as the front of the residence. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of any building, but this may not be construed to permit any portion of a building or building unit to encroach on another building unit. No satellite dishes may be located closer to the front line than the rear of the residence. Johnston County Zoning takes precedence over these covenants.

ARTICLE VII:

NUISANCES-COMMUNITY APPEARANCE: No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises. No trade materials or inventories may be stored upon the premises and no trucks licensed for more than two tons, or similar vehicles, may be stored or regularly parked on the premises. No inoperative or junk vehicles may be stored or regularly parked on the premises.

ARTICLE VIII:

FIRE PROTECTION: No open fire shall be started, permitted, or maintained on any lot without first obtaining a written permit to start and maintain such fire from the appropriate forestry and/or fire authorities.

ARTICLE IX:

PROHIBITED STRUCTURES: No lot owner shall at any time place or allow to be placed on any of the lots for occupancy any mobile home, trailer, tent or other temporary building. Any approved off-frame modular home must meet all provisions of these covenants.

ARTICLE X:

PETS: No animals of any kind, other than house pets, shall be kept or maintained on any part of said property, and house pets must be contained by the owners on their property, except when accompanied by the owner. Household pets shall not be bred or maintained for commercial purposes.

ARTICLE XI:

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat and over the rear 10 feet of each lot and over a strip 10 feet in width along the side lines of each lot. 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 or drainage channels in the easement, 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 XII:

STREETS AND SIGHT TRIANGLES: Easements for installation and maintenance of streets are reserved as shown on the plat. Each owner shall allow the use of his lot as may be necessary in order to construct the said streets or roads together with sight triangles across the corners of intersections in order to meet state specifications.

ARTICLE XIII:

UPKEEP: Each owner shall keep his building site, whether or not he has built on said site, free of trash and rubbish and properly maintained so as to present a pleasing appearance.

ARTICLE XIV:

BUILDING USE: No business activity of any kind, which shall include but not limited to the use of any residence as a professional office, fraternity house, rooming house, boarding house, antique, craft or gift shop shall be carried on upon any building site.

ARTICLE XV:

ARCHITECTURAL COMMITTEE: In order to maintain architectural beauty in this subdivision, and to guard against the erection thereon of poorly placed, designed, or proportioned structures, no building shall be erected, altered, or permitted to remain on any building unit until the plans showing the type and exterior lines thereof have been submitted to and approved in writing by Declarant or Declarant's designated agent. All dwellings must be completed within nine (9) months from the date construction begins.

ARTICLE XVI:

TERMS: 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 signed by a two-thirds majority of the then owners of lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE XVII:

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 any real property which is subject to these covenants 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 so doing, or recover damages or other dues for such violation.

ARTICLE XVIII:

SEVERABILITY: Invalidation of any of these covenants or any part thereof by judgements or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE XIX:

FIREARMS: No discharge of firearms will be allowed in Eagles Nest Subdivision, or any additional phases of Eagles Nest.

ARTICLE XX:

FENCES: No fences are to be allowed any nearer the front of said lot than the rear of the house located on the lot.

ARTICLE XXI:

IMPERVIOUS AREA: Lots must not exceed an average of eleven and one-half percent impervious area per lot. This includes any hardened surfaces such as drives, houses, storage, etc.). Any variance must be approved by Johnston County Public Utilities.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

EAGLES NEST SUBDIVISION

BY: John R. Hood
John Hood, POA

NORTH CAROLINA
Wake COUNTY

I, a Notary Public of said County and State, do hereby certify that John Hood personally appeared before me this day.

Witness my hand and official stamp or seal, this the 18th day of Feb, 2002

My Commission Expires: 11-16-2008 William Earl Patrick
NOTARY PUBLIC



The foregoing certificate(s) of

_____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page Shown on the first page hereof.

REGISTER OF DEEDS OF JOHNSTON COUNTY

BY: _____ Deputy/Assistant - Register of Deeds

State of North Carolina-Johnston County
The foregoing Certificate(s) of
William Earl Patrick
Notary (Notaries) Public is (are) certified to be correct.
This instrument was prepared for registration and
recorded in Book 2278 Page 422
This 23 August 20 02 at 4:35 PM
Cecil M. Massengill Joan Buchanan
Register of Deeds Deputy Register of Deeds