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WAYNE COUNTY, NC  
CONSTANCE B. CORAM REGISTER OF DEEDS  
BK **3739** PG **490-503**

14 pgs - 26.00

NORTH CAROLINA

**RESTRICTIVE AND PROTECTIVE COVENANTS  
MEARES BLUFF PLANTATION, PHASE 4**

WAYNE COUNTY

KNOW ALL MEN BY THESE PRESENTS:

**CE2, LLC** is the owner of that certain real property as shown on a map entitled, "Final Map of: **MEARES BLUFF PLANTATION, PHASE 4**, Stoney Creek Township, Wayne County, N. C.," which map is recorded in the Wayne County Registry in **Plat Cabinet P, Slide 62-A, Sheets 1 of 3, 2 of 3, and 3 of 3**, and being part of the land described in the Deed recorded in Book 3223, Page 413 of the Wayne County Registry. CE2, LLC has established a general plan for the improvement and development of said premises and does hereby establish the following covenants, conditions, reservations, restrictions and easements upon which, and subject to which, all lots and portions of such lots shall be improved or sold and conveyed. The covenants, conditions, reservations, restrictions, and easements are hereinafter set out and shall run with the land and shall bind and inure to the benefit of the purchasers, their heirs, personal representatives, successors and assigns, until January 1, 2053, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless a majority of the

**RETURN**

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then owners of the lots shall sign and record an agreement to change said covenants in whole or in part. The covenants, conditions, reservations, restrictions and easements are as follows:

1. All lots shall be developed solely for single family residential purposes. No lot shall be used for business, manufacturing or commercial purposes. No building or structure intended for or adapted to business purposes, apartment houses, duplexes, lodging houses, rooming houses, hospitals, churches, and doctor's or other professional service offices shall be erected, placed, permitted, or maintained on any lot or portion thereof. No improvement or structure whatsoever, other than a first class private dwelling house, patio walls, inground swimming pool, family recreational structures, and customary outbuildings, garage or carport, shall be erected, placed or maintained on any lot or portion thereof. No building or structure with exposed concrete block walls shall be erected, placed or maintained on any lot or portion thereof. The exterior of all buildings or structures shall be constructed of brick, stone, stucco, vinyl or fiber cement and subject to APPROVAL of Architectural Committee.

2. The minimum space requirements for residential dwellings to be constructed on each lot, exclusive of garages, carports, porches, attics and basements, shall be 1,800 heated square feet for a one (1) story residential dwelling and 2,200 heated square feet for a two (2) story residential dwelling, provided that for a two (2) story residential dwelling the ground floor must have at least 1,500 heated square feet (not counting the square footage of the garage). No dwelling shall exceed two and one-half (2½) stories in height. If a dwelling is constructed upon a concrete slab floor, then the front foundation elevation of that dwelling shall have a minimum of twenty-four (24) inches of exposed brick foundation after final landscaping grade is achieved,

in order to maintain the aesthetic appearance of the exterior of such dwelling in conformity with the other dwellings in Meares Bluff Plantation. No dwelling shall have a private garage or carport for more than three (3) vehicles, and all such garages or carports shall be attached to the main dwelling house unless aesthetically compatible with the main dwelling house and APPROVED by the Architectural Committee provided for in paragraph 18 hereof.

3. No building shall be erected or allowed to remain on any lot without conforming to the following minimum setback requirements. The building front line of each house shall be in accordance with the setback lines as shown on the subdivision plat, with a minimum front setback line of forty-five (45) feet from the part of the house, porch, garage or carport nearest the front property line. The minimum side setback line for each lot shall be twenty (20) feet as measured from the part of the house, porch, garage or carport nearest the side property line and shall be computed along a line that is parallel with the front building setback line. The minimum side street setback line shall be forty-five (45) feet as measured from the part of the house, porch, garage or carport nearest the side street property line. The minimum rear setback line shall be twenty-five (25) feet as measured from the part of the house, porch, garage or carport nearest the rear property line. Accessory buildings shall not be erected within the aforesaid minimum front or side or side street setback lines or within twenty (20) feet of any street or highway or within ten (10) feet of any interior lot line. Accessory buildings may be located in a rear yard provided, located more than ten (10) feet from any property line and provided further that **any accessory building erected or placed on a lot shall be of the same basic style or design and shall aesthetically balance with the primary dwelling.** Any and all accessory buildings or uses shall

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be approved by the Architectural Committee named herein. Each dwelling must face the street or highway upon which the lot is located. Notwithstanding anything to the contrary contained in these Restrictive and Protective Covenants, the Architectural Committee named herein shall have the power and authority, which shall be exercised in the sole discretion of the Architectural Committee, to reduce the minimum front, side, side street and/or rear setback line of any lot if the Architectural Committee determines that it is impossible or impractical for any certain lot to accommodate the house proposed to be constructed on said lot; and no person, firm or corporation who acquires any lot embraced within the development of **MEARES BLUFF PLANTATION, PHASE 4**, Stoney Creek Township, Wayne County, North Carolina, shall have any claim or right of action nor shall be entitled to recover any damages or costs from CE2, LLC, the Architectural Committee, their successors, heirs or assigns, or any other person, firm or corporation on account of the reduction by the Architectural Committee of any minimum front setback line of any lot within said development. Except as any minimum front, side, side street and/or rear setback line of any lot that shall be reduced in the sole discretion of the Architectural Committee, no building shall be erected or allowed to remain on any lot without conforming to the minimum setback requirements set forth in the aforesaid map entitled, "Final Map of: MEARES BLUFF PLANTATION, PHASE 4, Stoney Creek Township, Wayne County, N.C.".

4. Except as otherwise approved by the Architectural Committee, no lot shall be subdivided into a parcel or parcels unless it shall be for the sole purpose of enlarging two (2) or more adjoining lots where a single vacant lot lies between them, provided that the property owner of each such adjoining lot shall have a new boundary survey of the adjoining lot and the

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additional parcel made combining them into one larger lot and recorded in the Wayne County Registry. Two (2) adjoining lots may be combined into one (1) larger lot, provided that the property owner shall have a boundary survey of the two lots made combining them into one larger lot and recorded in the Wayne County Registry. In the event that two (2) adjoining lots are combined into one larger lot, they may later be subdivided back into the two (2) original adjoining lots provided that each such lot shall then comply with all terms and provisions of these Restrictive Covenants.

5. No fence, wall, barricade, solid row shrubbery or tree planting, or other view-retarding structure of any type shall be erected or allowed to remain on any lot which does not conform to the following requirements: No such structure shall be allowed between the front of any lot and the rear of the dwelling located upon such lot, unless approved by the Architectural Committee; and, no such structure shall exceed five (5) feet in height down the side lines, unless approved by the Architectural Committee. All fences shall be constructed of black chain link vinyl and are allowed only in that portion of a lot which is situated behind the rear of the dwelling located upon such lot. No wood fences are allowed. No privacy fences are allowed, except for screening an in-ground swimming pool, and all privacy fences must be approved by the Architectural Committee. All such structures shall be maintained in an attractive and good condition.

6. No trailer, mobile home, modular home, home otherwise manufactured off the premises, basement (unless basement is a part of the dwelling house erected at the same time),

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tent, or shack shall be erected or placed on any lot. House trailers are specifically prohibited, including the storage of such trailers.

7. All business vehicles, trucks, boats, trailers, campers, motor homes and recreational vehicles shall be parked and stored behind the dwelling situated on any lot and more than ten (10) feet off the side and rear property lines or behind the fence on any lot. All-terrain vehicles, including but not limited to three-wheelers, four-wheelers, off-road motorcycles and go-carts, shall not be driven upon any lot. No cars, trucks, vehicles, boats, trailers, campers, motor homes or recreational vehicles may be parked upon any road or street or any public right-of-way within the subdivision.

8. No animals or poultry of any kind, other than three (3) ordinary house pets, shall be kept or maintained on any lot. No stables for horses, ponies, or other livestock shall be permitted on any lot. No pens for dogs shall be permitted on any lot, except that a small dog house and a commercially constructed kennel of black vinyl chain link material placed on a sufficient concrete pad, both approved by the Architectural Committee named herein, is permissible.

9. All utility lines required to serve residences shall be placed underground. Accordingly, CE2, LLC hereby reserves unto itself, its successors and assigns, an easement, or right of way, which they may at any time in the future grant to others, over, beneath and across the lots and streets (but only within 15 feet of the street or lot line) of the development, for gas, water, sanitary sewer, telephone, cable television, electric and drainage lines, pipes, wires, cables

and all equipment necessary for the installation, use and maintenance of such utilities and services.

10. CE2, LLC reserves the right to subject the real property in this subdivision to a contract with Duke Energy Progress, LLC for the installation of underground electric cables and/or the installation of street lights, either or both of which may require an initial contribution and/or a continuing monthly payment to Duke Energy Progress, LLC by the owner of each lot. No buildings, fences, trees, shrubs, or other obstructions shall be placed within five (5) feet of the center line of Duke Energy Progress, LLC's underground electric line, said center line to be located three (3) feet from the outside of the rights of way of street and roads as set forth in the recorded plat referred to above.

11. No sign or billboard of any kind shall be erected or allowed to remain on any lot other than a "For Sale" sign which shall not exceed six (6) feet square, and any such sale sign shall always be done professionally in keeping with the surroundings.

12. The disposal of sewage and all waste matter, including garbage, trash, rubbish, etc., generated upon any and all lots shall at all times be done in compliance with regulations of the North Carolina State Board of Health and the Wayne County Board of Health and any other governmental authority which may have jurisdiction over such disposal matters. All containers used for garbage, trash, rubbish, etc. shall be concealed from the view of neighboring lots, roads, or streets. Only good and satisfactory containers which are proper and appropriate for street-side pickup shall be used for waste matter, including garbage, trash, rubbish, etc.

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13. Any and all tanks for use in connection with any residential dwelling constructed on any lot, including tanks for the storage of fuels, shall be screened by a fence or landscaping or buried underground in order not to be visible from the street or front of the house.

14. Cluster mailboxes will be furnished for all homeowners. It will be the homeowner's responsibility to replace any lost keys or if necessary replace the entire locking system at the homeowner's expense. It will be the homeowner's responsibility to furnish the necessary keys to new homeowners in the event of the sale of their house and lot. The United States Postal Service and the developer, CE2, LLC, will not be responsible for the upkeep or repair of any of the cluster units or individual mailbox slots. The USPS and the developer, CE2, LLC, shall not be responsible for replacing or repairing any damaged or destroyed cluster unit. It shall be the responsibility of the homeowner using a particular unit to make necessary repairs or to replace the unit at the homeowner's expense.

15. No satellite receiving dish or equipment exceeding twenty-four (24) inches in diameter shall be erected or placed on any dwelling or lot for the purpose of receiving or transmitting television or radio signals, provided same shall be installed only on the rear of the dwelling.

16. No lot 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 to appear in an unclean or untidy condition or that will be obnoxious to the eye. This shall apply to vehicles that are not in a usable condition, including, but not be limited to, automobiles, boats, recreational vehicles, trucks and trailers that are left in an unusable condition for a period more than thirty



(30) days. Nor shall any substance, object, plantings, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that may disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. Owners of vacant lots shall be required to keep said lots clean and mowed and free of undesirable undergrowth which might be objectionable to adjoining lot owners or the neighborhood in general. The use of firearms, including but not limited to BB and pellet guns, is prohibited upon any and all lots.

17. No individual drinking water supply system shall be permitted, installed or maintained on any lot. An individual irrigation water supply system may be permitted, installed or maintained on a lot provided that it is located, constructed, equipped and maintained in accordance with the requirements, standards, and approval of the Wayne County Health Department and any other governmental authority which may have jurisdiction over such matters. No irrigation well shall be constructed or maintained within the front setback line of any lot.

18. In order to maintain architectural beauty in the development and to guard against the erection of poor or unsuitably designed or proportioned structures, no building or landscaping shall be erected, installed or allowed to remain on any lot, nor shall any additions, improvements or alterations of any building or landscaping be made (including the construction of accessory buildings, screenings, fences, plantings, mailboxes, or any other thing that affects the aesthetics of the community) until the plans and specifications have been approved by an architectural committee as hereinafter provided:

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(a) The Architectural Committee shall be composed of two (2) persons appointed by CE2, LLC or any corporate successor designated by CE2, LLC. The initial Architectural Committee shall consist of Robert Blain Crocker and C. Munroe Best, Jr. Should an Architectural Committee member die, resign or become unable to serve, then in either of such events, his or her replacement will be appointed by CE2, LLC or any corporate successor designated by CE2, LLC.

(b) Any person (lot owner or his builder) proposing to build a residence upon or landscape a lot, or make additions or other improvements to a residence or lot, shall submit to the Architectural Committee, for its approval, a plat which shows the proposed location of the building or improvements or landscaping on the lot, and the preliminary plans and specifications for the residence or improvements or landscaping proposed to be constructed on the lot. Said plans shall include shingle designs, which shall be dimensional in nature, including shingle color, and the colors of the exterior of the residence or improvement. The Architectural Committee may require such person to submit additional information to it which will enable it to preliminarily determine the suitability of the plot plans and the compatibility of the preliminary plans to the neighborhood.

(c) Once the Architectural Committee has given its preliminary approval, the owner or his proposed builder shall complete and finalize the plans and specifications. Before obtaining a building permit or commencing

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construction, the owner or builder shall submit to the Architectural Committee the final working drawings and specifications. The Architectural Committee shall approve, in writing, the same if it determines the final plans to be in substantial compliance with these Restrictive and Protective Covenants and the preliminary plans previously approved.

(d) Should the Architectural Committee fail to act within thirty (30) days after the final plans and specifications are submitted, such plans and specifications shall be deemed to have been approved unless they otherwise fail to comply with these Restrictive and Protective Covenants.

19. The installation of all driveways from any public street onto any of the lots shall be completed according to the specifications established by the North Carolina Department of Transportation. Before installing a driveway, drainage ditch or drainage tile, the lot owner shall contact the North Carolina Department of Transportation to obtain all specifications and requirements for the installation of said driveway, drainage ditch or drainage tile as established by the North Carolina Department of Transportation and shall complete the installation under the supervision of the North Carolina Department of Transportation and in accordance with any permit, specifications and/or requirements issued by the North Carolina Department of Transportation. All driveways installed or maintained upon any lot must be paved with asphalt, concrete or brick pavers which are a minimum of two (2) inches thick and applied to a base adequate to support same.

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20. If a house constructed upon any lot should be damaged by fire, storm or other hazard, the lot owner must repair, rebuild, or remodel the house to the same style, quality of construction and size as the original house, and the construction plans must be approved by the Architectural Committee. Work on the damaged or destroyed house must begin within ninety (90) from the date on which the damage occurs and must be pursued diligently until completion.

21. Following the purchase of a vacant lot, the lot owner shall commence construction of a residential dwelling upon said lot in accordance with the terms and conditions of these Restrictive Covenants within 365 days (1 year) next following the date of purchase of said vacant lot and shall diligently pursue completion of said residential dwelling. This requirement shall not apply to any lot that is subdivided pursuant to the provisions of paragraph 4 above for the sole purpose of enlarging two (2) or more adjoining lots where a single vacant lot lies between them and residential dwellings have been constructed on those adjoining lots. Also, this requirement shall not apply to any lot that is combined with an adjoining lot into one new, larger lot pursuant to the provisions of paragraph 4 above when a residential dwelling has been constructed on the adjoining lot; provided that if that larger lot is later subdivided into the two original lots, this requirement to begin construction of a residential dwelling within one year shall then apply. Also, this requirement to begin construction within one year shall not apply to any lot which is purchased by the owner of an adjoining lot upon which a residential dwelling has been constructed, for such period of time as the same owner(s) shall own both lots.

22. Any person or entity who purchases a lot directly from CE2, LLC or any corporate successor designated by CE2, LLC shall have sixty (60) days from the date of purchase in which

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to file with CE2, LLC or any corporate successor designated by CE2, LLC written notice of any physical defect in the lot purchased. If not notified in writing within sixty (60) days from the date of purchase by such purchaser, then and in such event, CE2, LLC and any corporate successor designated by CE2, LLC shall have no liability or responsibility to such purchaser for the correction of said physical defects or for any claims or damages resulting therefrom. In no event shall CE2, LLC or any corporate successor designated by CE2, LLC have any liability to any subsequent purchaser of a lot who does not purchase such lot directly from CE2, LLC or any corporate successor designated by CE2, LLC for the correction of any physical defects in a lot or for any claims or damages resulting therefrom.

23. In the event that any lot within **MEARES BLUFF PLANTATION, PHASE 4**, shall contain any wetlands protected by applicable Federal, State or Municipal laws and/or regulations, the owner of such lot shall comply with such laws and/or regulations.

24. Enforcement of these 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 violation or to recover damages. The parties hereto covenant, stipulate and agree for themselves, their heirs, successors and assigns, and on behalf of any and all persons, firms or corporations, who or which may hereafter acquire any lot or lots embraced within the development known as **MEARES BLUFF PLANTATION, PHASE 4**, Stoney Creek Township, Wayne County, North Carolina, that any violation of the restrictions and limitations as to use thereof hereinbefore set forth shall entitle CE2, LLC, and/or any person, firm or corporation who or which may then own any lot or lots in said development to bring such actions or proceedings at law or in equity as

shall be necessary and appropriate to enforce compliance with the restrictions and limitations hereinabove set forth. The failure of CE2, LLC and/or any person or persons to take action to enforce these covenants shall not be deemed a waiver of any right to enforce these covenants in the future.

25. The invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, CE2, LLC has caused these Restrictive and Protective Covenants to be duly executed, this the 26<sup>th</sup> day of May, 2022.

CE2, LLC, being a North Carolina limited liability company

By: C. Munroe Best, Jr. (SEAL)  
C. Munroe Best, Jr., Manager

STATE OF NORTH CAROLINA  
COUNTY OF WAYNE

I, Elisabeth A. Alvarado, a Notary Public for Wayne County, North Carolina, do hereby certify that C. Munroe Best, Jr. personally came before me this day and acknowledged that he is Manager of CE2, LLC, a North Carolina limited liability company, and that he as said Manager, being fully authorized to do so, executed the foregoing instrument on behalf of the said limited liability company.

Witness my hand and official seal, this the 26<sup>th</sup> day of May, 2022.

Elisabeth A. Alvarado  
Notary Public

My Commission Expires:

10/20/2026

