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**STATE OF NORTH CAROLINA  
COUNTY OF JOHNSTON**

**DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS FOR  
OLD DENNING FARM SUBDIVISION**

This Declaration is made by S B Building, Inc., (hereinafter referred to as the "Declarant"), and any and all persons, firms, or corporations hereinafter acquiring any of the within described property and any of the property hereinafter made subject to these Restrictive Covenants of Old Denning Farm (Hereinafter referred to as "Restrictions").

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain property in Boon Hill Township, Johnston County, North Carolina known as Old Denning Farm ; and

WHEREAS, Old Denning Farm is more particularly described by a plat thereof entitled "OLD DENNING FARM," and being duly recorded in **Plat Book 91, Page 463** of the Johnston County Registry, to which reference is hereby made for a more complete description; and

WHEREAS, Old Denning Farm lots are so situated as to comprise a neighborhood unit, and it is the intent and purpose of the Declarant to convey the aforesaid lots to persons who will erect thereon residences to be used for family purposes, subject to the provisions hereinafter set forth; and

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the property made subject to these Restrictions for the benefit and protection of the property and for the mutual protection, welfare and benefit of the present and the future owners thereof; and

WHEREAS, Declarant desires to provide for the preservation of the value of Old Denning Farm made subject to these Restrictions and for the construction, maintenance and preservation of any Common Property.

**NOW, THEREFORE**, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all of the property described herein on above said recorded plats (and all future plats(s) that may be made a part hereof in the manner set forth below) is made subject to these Restrictions and shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of Old Denning Farm as it now exists and may hereafter be expanded, and that such easements, restrictions, covenants and conditions shall burden and be appurtenant to and run with said property and be binding on all parties now or hereafter owning said real property and their respective heirs, successors and assigns, having any right, title or interest in the properties now or hereafter subjected to these Restrictions, and shall inure to the benefit of each owner thereof and their respective heirs, successors and assigns.

#### **ARTICLE I DEFINITIONS**

Section 1. "ARC" shall mean Architectural Review Committee consisting of Declarant or its appointed designee.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described in Plat 91, Page 463, Johnston County Registry and any additional land annexed into the subdivision.

Section 4. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the properties with the exception of the Open Space or Common Area. All Lots in the subdivision are depicted upon the recorded plat referred to herein. There are 13 lots set forth on the recorded plat.

Section 5. "Declarant" shall mean and refer to S B Building, Inc., its successors and assigns if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

## ARTICLE II

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes, except that nothing herein shall preclude the use of any lot for a utility purpose for the benefit of this subdivision or access by the Declarants or their successors in interest, except that if any lot is purchased from the developer by an individual lot owner or builder, then said lot must be used for residential purposes only. No dwelling house shall be constructed on said lots or lands having less than 1300 square feet of heated and living area and no lot shall be used for any purpose other than single family residences. All homes constructed in this subdivision shall have an attached garage that will accommodate two standard sized automobiles. Said garage must be at least Twenty (20') feet wide by Twenty (20) feet long, unless modified by ARC/Declarant. No building, barn or other structure shall be constructed on said property which is not used in connection with the dwelling house as a storage building or accessory building or other appropriate use. The square footage and design of any detached building, barn, or other structure constructed on any lot shall be approved by the ARC/Declarant prior to construction and be a minimum of Twelve (12') feet by Sixteen (16') feet. Storage buildings shall be built of the same quality of construction as the single-family residence and with the approval of the ARC. Only one storage building per lot shall be allowed. In the sole discretion of the Declarant, there may be a variance of no more than ten percent (10%) regarding the square footage for any dwelling area as set forth in this section and Declarant has the absolute discretion to approve exterior building materials and colors. No mobile homes, manufactured or modular homes shall be permanently or temporarily located on a Lot. All houses shall be "stick built" and no house shall be moved onto any Lot. Stem wall slabs are permissible.

## ARTICLE III

SITE PLAN APPROVAL AND SUBDIVIDING. No building, fence, swimming pool or any other structure shall be erected, placed or altered on any premises in said development until the building plans, builder, specifications and plot showing the location of such improvements have been approved in writing as to conformity and harmony of external design with existing improvements in the development, and as to location of the improvements with respect to topography and finished ground elevation by an architectural committee (ARC) which is Declarant, only Declarant shall have the authority to appoint others to the Committee in the future, as it deems necessary. No Lots shall be re-subdivided nor shall any portion of a Lot be conveyed to reduce its size without the express written consent of the Declarant, which may be withheld. As long as Declarant owns a Lot in the subdivision, Declarant, its successors and assigns may alter, amend or change any Lot size or dimension in the subdivision.

#### ARTICLE IV

**BUILDING LOCATION AND TIMING.** No building shall be located on any lot nearer to the front, side or rear lines than is required by the Johnston County Zoning authorities. No portion of any building shall be permitted to encroach upon any other lot. The exterior and landscaping of all houses and other structures must be complete within twelve (12) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner of builder, due to strikes, fires, national emergency or natural calamities. This deadline may only be extended in writing by Declarant or ARC.

#### ARTICLE V

**EASEMENTS, DRIVEWAYS AND ROAD MAINTENANCE.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 and drainage facilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retire the flow of water through drainage channels in the easements. The recorded plat depicts the riparian buffer along the run of Cat Tail Branch. The easement area of each lot, together with any off site sewer lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All driveway connections for each Lot shall be installed to meet the Johnston County Ordinances and the North Carolina Department of Transportation (NCDOT) "Typical Driveway Turnout Grades" and the driveway pipe shall be installed to meet Johnston County and the NCDOT specifications and standards. Any Lot Owner shall comply with the special installation provisions required by Johnston County for driveway installations as depicted on the recorded plat. Declarant shall upkeep and maintain the road in the subdivision until it is dedicated to the NCDOT.

#### ARTICLE VI

**NUISANCES.** No noxious or offensive trade or activity 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 signs or billboards shall be displayed, or stored or regularly parked on the premises, except real estate signs not to exceed two square feet, and no commercial trucks or tractors may be parked regularly upon the premises. Commercial business activity or trade of any kind shall not be permitted on any lot, with such activity including, but not be limited to: the use of any residence as a professional office of any kind, rooming or boarding house, antique or gift shop, hair salon, or repair shop. The use of all-terrain vehicles (ATVs), three-wheelers, four wheelers, dirt bikes and go-carts, on the properties or in the community, is prohibited and not allowed. Golf carts are permissible in the subdivision.

## ARTICLE VII

TEMPORARY STRUCTURES. Except as hereinbefore set forth, no trailer, tent, shack, barn or other out building, except for an approved private garage shall be erected or placed on any lot covered by these covenants. No detached garage shall at any time be used for human habitation, either temporarily or permanently.

## ARTICLE VIII

FENCES. No fence or fencing-type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of the community, including any lot, without the prior written consent of the ARC. The ARC may issue guidelines detailing acceptable fence locations, styles or specifications, but in no event shall hog-wire or chicken-wire be approved nor wooden fencing. The preferred fence material shall be black chain link, black iron railing, and vinyl pvc.

## ARTICLE IX

APPEARANCE. Each owner shall keep the building site free from tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a pleasing appearance within the subdivision. In the event an owner does not properly maintain the building site as above-provided, in the opinion of Declarant and /or ARC, then Declarant, (or its successors in interest), as its option, may have the site cleaned to its or the ARC's satisfaction, and the costs thus incurred shall be the responsibility of the lot owner. The costs of clean-up, if expended by Declarant, or its successors in interest, shall be a continuing lien upon the property until the sums due and payable are paid in full. Location of satellite television receivers must be approved in writing by the ARC, but in no event shall any receiver be visible from any road within the subdivision. Screening for satellite television receivers is subject to approval by the ARC. Communication towers are expressly prohibited. Stick-built homes, constructed on the premises, are expressly required; that is, no prefabricated or manufactured homes are permitted on any lot. All primary fuel storage tanks must be placed underground, or be placed behind the main dwelling, out of the front view of house. Any playground equipment shall be located in the rear of the lot. Brick mailboxes are expressly prohibited. No inoperable motor vehicles, or those motor vehicles not registered with the Department of Motor Vehicles, may be parked on any lot if visible from any road within the subdivision. At the option of the ARC, silt fences may be required to be erected during the period of construction of any structure to be located on any lot, to prevent erosion or other damage to adjoining lots. Construction and maintenance of same shall be borne by the lot owner. In the event an owner does not construct such a fence after being requested to do so by Declarant and/or ARC, then Declarant, (or its Successors in interest), at its option, may have the fence erected, and the costs thus incurred shall be the responsibility of the lot owner. All open space and common areas shall be maintained by Declarant until 55% of the lots are sold.

**ARTICLE X**

ANIMALS. No animals, swine or fowl of any kind, other than ordinary household pets, shall be kept or maintained on any part of said property. Dogs must be contained within each lot by fencing or underground device and no tethering is allowed. Dogs shall be walked on leashes. Incessant barking or other offensive activities by household pets shall be considered noxious and offensive activities and shall not be permitted.

**ARTICLE XI**

PARKING. Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the streets in the subdivision. Owners of lots shall not be permitted to park boats, trailers, campers, commercial vehicles and other similar property on the streets in the development, and such property shall not be permitted to be parked in the front yard.

**ARTICLE XII**

UNDERGROUND UTILITIES, WATER SERVICE AND STREET LIGHTING. Declarants reserve the right to subject the real property described hereinabove to a contract with Duke Energy Progress (DEP) or its successors in interest for the installation of underground electric cables and installation of street lighting, either or both which may require a continuous monthly charge to the owner of each lot. Water service to each lot shall be provided by individual permitted wells.

**ARTICLE XIII**

AMENDMENT. While Declarant owns any lot within the subdivision, or such shorter period as allowed by law, Declarant shall have the absolute right to amend these covenants, which amendment or amendments shall be binding upon all property owners within the subdivision. Thereafter, these covenants may be amended by an instrument signed by not less than seventy-five percent (75%) of the lot owners.

**ARTICLE XIV**

TERM. 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 with the Johnston County Register of Deeds Office, after which time said covenants shall be automatically extended of successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants, in whole or in part.

ARTICLE XV

ENFORCEMENT. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, and the aggrieved party may request restraint of the violation or damages resulting from said violation. The Court may award attorney's fees, plus any costs, to the prevailing party in any subsequent civil action. Any action filed to enforce these covenants shall be filed in the District or Superior Court of Johnston County, North Carolina. Declarant shall not be required to enforce the covenants after 55% of the lots have sold.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed in its corporate name by its duly authorized officer on the day and year written herein below.

S B Building, Inc.

By: Scottie W. Braswell  
Scottie W. Braswell, President

STATE OF NORTH CAROLINA  
COUNTY OF JOHNSTON

I, Tracy H Perry, a Notary Public of the County and State aforesaid, certify that Scottie W. Braswell personally came before me this day and acknowledged that he is President of S B Building, Inc., a North Carolina Corporation and that he as President being authorized to do so executed the foregoing on behalf of the Corporation.

Witness my hand and official stamp or seal, this 8th day of December 2020.  
Tracy H Perry  
Notary Public

My commission expires: 8/8/2025

