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Prepared by Lanier, Fountain, & Ceruzzi/eah

**STATE OF NORTH CAROLINA**

**COUNTY OF ONSLOW**

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND  
 EASEMENTS FOR CATHERINE'S WAY SUBDIVISION**

**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS** made this 29<sup>th</sup> day of May, 2024, by **MT. PLEASANT, INC.**, a North Carolina Corporation, by and through its President, (hereinafter "Declarant").

**WITNESSETH:**

**WHEREAS**, the Declarant is the Owner of the real property described in Paragraph 2 of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which are for the benefit of such property and for each Owner 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 thereof.

**NOW, THEREFORE**, the Declarant hereby declares that the real property in and referred to in Paragraph 2 hereof is and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth below:

1. **DEFINITIONS:** The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:
  - a. **"Association"** shall mean and refer to the CATHERINE'S WAY HOA, INC., a non-profit corporation, its successors, and assigns.
  - b. **"Assessment"** shall mean any Assessments levied on all Lots to fund the Common Expenses. During the Development Period, no Assessment shall be imposed on Lots owned by the Declarant.
  - c. **"Owner"** shall mean and refer to the legal or equitable Owner, whether one or more persons or entities, vested with title to any Lot, whether such Ownership be in fee simple title or as land contract vendee, but excluding any person or entity vested with title solely as security for the performance of an obligation of the Owner.
  - d. **"Properties"** shall mean and refer to all lands described in Paragraph 2 hereof, as are subject to this Declaration or any Supplemental Declaration.
  - e. **"Lot"** shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the streets, roadways, and open space.

Submitted electronically by "Lanier Fountain & Ceruzzi"  
 in compliance with North Carolina statutes governing recordable documents  
 and the terms of the submitter agreement with the Onslow County Register of Deeds.

- f. **“Architectural Control Committee”** shall initially mean and refer to the Declarant, or such other entity or individual as Declarant may appoint, until all Lots in the Subdivision have been fully developed, permanent improvements constructed thereon, and sold to permanent residents at which time the Declarant shall appoint and transfer all powers to the Association.
  - g. **“HOA”** shall mean and refer to the CATHERINE’S WAY HOA, INC., a non-profit corporation, its successors, and assigns.
2. **DESCRIPTION OF REAL PROPERTY:** 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 Onslow, State of North Carolina, and is more particularly described as follows:

**Being all of TRACT 1 A as shown on that plat entitled “Division of Tract I into Tract I A & Tract I B on US Hwy 258,” dated March 26, 2020, and recorded in Map Book 78, Page 14, Onslow County Registry.**

3. **ANNEXATION OF ADDITIONAL PROPERTY:** The Declarant, for itself and its successors and assigns, hereby expressly reserves the right, but shall in no way be obligated, to expand the real property which is subject to this Declaration without the consent or joinder of any Owner of Owners of any Lot or Lots or persons or entities having a lien or security interest in such Lot or Lots, by annexing, from time to time other real property into the Subdivision.

An amendment to this Declaration shall be made and recorded in the office of the Register of Deeds of Onslow County, North Carolina, to include each portion of the real property that is to be subject to this Declaration, and each such portion of the real property shall constitute an addition to the Subdivision. The right of the Declarant, or its successors and assigns, to expand the Subdivision as herein provided shall expire fifteen (15) years following the date of recordation of this Declaration.

4. **DECLARANT RIGHTS:** All rights retained by the Declarant are assignable to other parties that have an interest in a number of lots or the entire project whether it be builders, investors, etc.
5. **USES:** No lot or portion thereof shall be put to any use other than for residential purposes, except that any lot may be used by the Declarant for a street or roadway to connect with existing or future developments. Subdivision of any lots is prohibited without consent by Declarant.

No property may be used in a way that is in violation of any ordinance, statute, or rule of any governmental authority applicable to such lot.

6. **LAND USE AND BUILDING TYPE:** No building shall be used except for "residential purposes." Any and all additions to the structure shall be constructed in line with general architectural design and construction standards used in the building itself. All construction shall be custom-type construction built on the lot and no old building constructed elsewhere shall be moved onto the lot for residential or any other purposes. Buildings shall be neat in appearance and the exterior of the building and yard shall be kept neat in appearance.

No mobile homes, doublewides, premanufactured homes, or any unit requiring a Division of Motor Vehicles Certificate of Title shall be placed or constructed on any numbered lot in the subdivision hereinabove described. This covenant shall not be construed as prohibiting the use of any unit as a model home for sales purposes.

7. **DRIVE-WAYS:** All buildings shall have paved concrete driveways which are to be paved before completion of the building. Excessively long driveways may be constructed by alternate methods upon approval by the Declarant.

8. **NATIVE GROWTH**: The native growth of such premises shall not be permitted to be destroyed or removed except as necessary to erect structures, to construct driveways and other graveled areas, and a reasonable area surrounding the buildings. Lighthouse Realty Holding, LLC, its successors, or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so.
9. **STREET LIGHTING AGREEMENT**: The developer reserves the right to subject the real property in his subdivision to a contract with an electric utility company for the installation of underground electric 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 an electric utility company by the Owner of each dwelling.
10. **DWELLING QUALITY AND SIZE**: The area of the unit, exclusive of open porches, decks, and garages, shall be not less than a total heated square footage of 1,200 square feet.
11. **BUILDING LOCATION**: No building shall be located on any numbered lot nearer to the front line or side street line than the minimum building line shown on the recorded plat. The setbacks will be consistent with the County of Onslow Zoning Ordinance. For the purpose of this covenant, eaves, steps, open porches, and carports shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten percent (10%) in the location of a building on the lot with respect to the minimum setback lines shall not be considered a violation of this covenant. No building shall be located closer to any lot line than the applicable distance in any ordinance applicable to such lot.
12. **STREET AND SIDEWALK MAINTENANCE**: Until streets and sidewalks are accepted by the State of North Carolina, all Owners of lots within this subdivision in accepting a deed to said lot or lots, hereby consent and agree to share in the expense of maintenance of the private streets shown on the aforesaid plat; said Owner(s) shall be responsible for payment of assessment equal to said Owners pro rata share of said maintenance as determined by dividing the total number of lots in said subdivision into the number of lots owned by each Owner. In the event that the roads remain private, the HOA may collect additional dues to provide further maintenance.

Each owner has a responsibility to maintain the lawn from their front lot line to the edge of the street pavement even though that is considered the road right-of-way. Furthermore no plants or trees, other than grass, or structures, including basketball goals, are allowed in any right-of-way.

13. **ARCHITECTURAL CONTROL**: No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material, and location of the same shall have been submitted to and approved in writing as to harmony of external design to include painting and location in relation to surrounding structures and topography by an architectural committee composed of three (3) representatives chosen by the Declarant.

In the event said designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this section will be deemed to have been fully complied with. Until such time as an architectural committee is established, the Declarant will act as that committee. However, if the declarant does appoint an architectural committee prior to the completion of all homes, the jurisdiction will only pertain to properties/homes completed and sold to buyers, not those under construction or to be constructed in the future. That jurisdiction shall remain with the Declarant and/or their assignee.

- a. **Outside Antennas**: No outside radio or television antennas shall be erected on any lot or dwelling unit within the Properties unless and until permission for the same has been granted by the architectural control committee.

- b. **Exterior Lights:** All light bulbs or other lights installed in any fixture located on the exterior of any building or any lot shall be clear, white, or non-frost lights or bulbs.
- c. **Fences:** No fences may be installed or erected upon any lot without the consent of the architectural committee.

14. **MAILBOXES AND PAPER BOXES:** All mailboxes and paper boxes will be subject to approval by the Architectural Committee as to material, color, style, etc.

15. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No unused or junk cars or parts thereof shall be kept on any lot in said subdivision and all lots shall be maintained in a neat and clean appearance.

16. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, 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.

The grantor reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right-of-way under, over, and along the side, rear, and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes, and other equipment necessary to or useful for furnishing electric power, gas, telephone services, drainage, or other utilities including water and sewer services.

Neither lot Owners in the subdivision nor the HOA itself will have any right or interest in the 90-foot ingress, egress, regress, and utility easement recorded in Map Book 78, Page 14, Onslow County Registry. Although it is recorded, it is agreed and understood by each purchaser of a lot that the easement is of no benefit and Declarant may at any time have the easement stricken from the record.

If, in the future, emergency access for Catherine's Way project is required, each lot Owner and the HOA, if formed as of that time, agree to the following.

- a. Maintenance for the entire access road and appurtenances is the responsibility of the Owners directly or through the HOA. The access will begin somewhere in the cul-de-sac of E. Theriault Court and end at a place to be determined by the Declarant.
- b. An easement to accompany the road itself will be granted. Each Owner and the HOA will have rights to the road and easement but only in the event of an emergency unless the access road becomes open for general use for whatever reason.
- c. The roadbed itself and the easement size and location may be changed at any time by the Declarant without notice to accommodate the use of property owned by the Declarant and fronting Richlands Highway (US Hwy 258), so long as the easement and the access road serves the intended purpose.
- d. Each lot Owner and the HOA when formed agree that the Declarant may revise the location and size of any easement for drainage and utility purposes that extends into the 90-foot-wide parcel fronting Richlands Highway (US Hwy 258). The Declarant may also revise the actual drainage structure itself from its current or original state to whatever type of structures, whether it be ditches, culverts, etc., for the purpose of utilizing the 90-foot-wide parcel.

17. **FUTURE DEVELOPMENT**: Declarant for itself, its successors, and assigns reserve the right to connect onto existing roadways and utilities within Catherine’s Way Subdivision to serve any future development of property located adjacent to or near the said subdivision as above described.
18. **LIVESTOCK AND POULTRY**: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Goats, cows, chickens, swine, horses, and ponies shall not be considered household pets.
19. **SIGNS**: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot parallel to the building line, one sign of not more than four square feet advertising the property for sale or rent, or signs, used by a builder to advertise the property during the construction and sales period.
20. **FENCES**: No fence shall be erected between the front building line and the street right-of-way line. No fence shall be erected between the front building line of the main dwelling and the back lot line in excess of six (6) feet in height. Fences shall be subject to the approval of the Architectural Committee pursuant to Article 13 herein.
21. **GARBAGE AND REFUSE DISPOSAL**: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
22. **VEHICLES, BOATS, STORAGE, TRAVEL TRAILERS, Etc.**: No vehicle without a current inspection sticker, horse or animal trailer, empty boat trailer, utility trailer, or any other trailer or similar item, or bus shall be parked overnight on any lot except in an enclosed garage unless same shall not be visible from the street or any other home wherever constructed; provided, however, guests of an Owner may so park such vehicle for a period not to exceed fourteen (14) days each calendar year. A pleasure boat on its trailer may be parked and raw firewood, bicycles, motorcycles, or other items may be stored only on that part of any lot away from the street lying behind the front line of the house. No automobile, other vehicle(s), motorcycle(s), or other similar items shall be repaired or placed on blocks or stands except in an enclosed garage.

Recreational vehicles may be parked in driveways away from the street behind the front line of the house with Architectural Committee approval.

Parking of boats and recreational vehicles may be approved by the Architectural Committee, but the Committee may require fencing or vegetative screening to hide the vehicles, in some circumstances.

23. **STORMWATER PERMIT AND STORMWATER RUNOFF**:

- a. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 220214, as issued by the Division of Energy, Mineral and Land Resources (the “Division”) under 15A NCAC 2H.1000, effective January 1, 2017.
- b. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.
- c. These covenants are to run with the land and be binding on all persons and parties claiming under them.
- d. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the Division.
- e. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division.

- f. The maximum built-upon area (BUA) for each residential lot is 5,100 square feet. The maximum built-upon area (BUA) for the commercial lot is 11,809 square feet. This allotted amount includes any BUA constructed within the lot property boundaries and that portion of the right-of-way between the front lot line and the edge of the pavement not shown on the approved plans. BUA has the same meaning as G.S. 143-214.7, as amended.
- g. The maximum allowable BUA shall not be exceeded on any lot until the permit is modified to ensure compliance with the stormwater rules, permit, and approved plans and specifications.
- h. Filling in, piping, or altering any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.
- i. A 50-foot-wide vegetative setback must be provided and maintained adjacent to all surface waters in accordance with 15A NCAC 02H. 1003(4) and the approved plans.
- j. All roof drains shall be released no closer than at the edge of the 50-foot-wide vegetated setback and allowed to flow through the setback as dispersed flow. At no time shall stormwater runoff be piped into or through the setback.
- k. Any individual or entity found to be in noncompliance with the provisions of a stormwater management permit or the requirements of the stormwater rules is subject to enforcement procedures as set forth in NCGS §143, Article 21.
- l. Each non-residential lot within the subdivision that is not retained by the permittee, must apply for and receive a separate low-density stormwater management permit from the Divisions prior to construction.
- m. It shall be the responsibility of each Owner to maintain any facilities or features associated with the Stormwater Permit, including but not limited to ditches, swales, and culverts under said permit unless primary responsibility for road maintenance is assumed by the State of North Carolina.

#### 24. ASSESSMENTS AND MEMBERSHIP:

**Purpose of Assessments.** The Association has been or will be formed at the direction of the Declarant pursuant to the rules and requirements of the Nonprofit Association Act (Chapter 55A) of the General Statutes of North Carolina as an association of the Owners of the Lots. Its purposes are to:

- a. Oversee, inspect, maintain, repair, and replace the stormwater management facilities constructed pursuant to the permit;
- b. Enforce the provisions of the permit;
- c. Enforce each lot Owner's obligations with respect to the stormwater management facilities pursuant to this declaration;
- d. Enforce each lot Owner's obligations with respect to all applicable North Carolina Sedimentation and Erosion Control Permits; said authority to be exercised, if and only if, and when and only when, Declarant transfers the permit to the association;
- e. Sign for and accept transfer of any permits once construction is completed;
- f. Inspect, maintain, repair, and replace any improvements located upon or under open spaces, common areas, easements, road right-of-ways (including public or private roads), including mailboxes, mailbox pads, landscaping, lighting, signs, fencing or any other improvement or property deemed as to be used by the association or for the benefit of the owners. Declarant will pay for and provide cluster mailboxes in an approved location by the US Postal Service and to US Postal Service specifications. At time of acceptance and initiation of service by US Postal Service, the declarant's responsibility ends regarding maintenance, repair or replacement of mail and parcel

boxes. At that time the owners assume responsibility for individual boxes until such time as the Association is formed and obtains responsibility. Until such time as the Association is formed, the Declarant will maintain the landscaping and any other items appurtenant to the cluster mailbox station. In any case it is agreed and understood that the US Postal Service has authority over operation of mail delivery and any agreements between Declarant and US Postal Service shall pass from Declarant to Owner upon the Owner taking title to any lot, including the right for the US Postal Service to make changes in policy and responsibilities that may exist.

25. **FUTURE ANNEXATION**: The Declarant shall have the right, but not the obligation, without the consent or approval of any other Owner, to annex into the Properties additional property now, or in the future, owned by the Declarant. From and after the date of such annexation, the annexed Lots shall be subject to the jurisdiction of the Association and the Owners of the annexed Lots shall be members of the Association.
26. **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, after which time such covenants shall be automatically extended for successive periods of ten 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.
27. **ENFORCEMENT OF RESTRICTIONS**: In the event of a violation or breach of any of these restrictions, covenants, agreements, and conditions by any person or concern claiming by, through, or under the undersigned, or by virtue of any judicial proceeding, the undersigned, its successors and assigns and the Owners of the numbered lots in the subdivision, the State of North Carolina, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.
28. **SEVERABILITY**: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned, being the Declarant herein, has hereunto set its hand and seal, as of the day and year first above written.

**[SIGNATURE PAGE TO FOLLOW]**

**MT. PLEASANT, INC.**  
**A North Carolina Corporation**

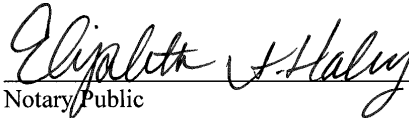
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**By: DOMINICK S. BUTCH, PRESIDENT**

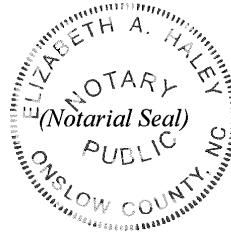
**STATE OF NORTH CAROLINA**

**COUNTY OF ONSLOW**

I, a Notary Public, certify that **DOMINICK S. BUTCH** personally came before me this day and acknowledged that he is **President of Mt. Pleasant, Inc., a North Carolina Corporation**, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him as **President**.

Witness my hand and official stamp or seal, this the 29<sup>th</sup> day of May, 2024.

  
Notary Public



My Commission Expires: June 10<sup>th</sup>, 2028



**CONSENT OF PROPERTY OWNER**

The undersigned property owner hereby consents to the execution and delivery of the foregoing **DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR CATHERINE'S WAY SUBDIVISION**, (the "Declaration"), and to the filing thereof, in the office of the Register of Deeds of Onslow County, North Carolina.

This 29<sup>th</sup> day of May, 2024.

**MT. PLEASANT CONSTRUCTION CO., INC.**  
**A North Carolina Corporation**

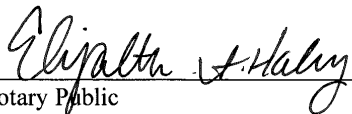
 (SEAL)  
**By: DOMINICK S. BUTCH, PRESIDENT**

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

I, a Notary Public, certify that **DOMINICK S. BUTCH** personally came before me this day and acknowledged that he is **President of Mt. Pleasant Construction Co., Inc., a North Carolina Corporation**, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him as President.

Witness my hand and official stamp or seal, this the 29<sup>th</sup> day of May, 2024.

  
Notary Public

My Commission Expires: June 10<sup>th</sup>, 2028

