

# Neuse Colony Association, Inc.



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## **PURPOSE**

The purpose of this package is to provide readily available information regarding a summary of the Restrictive Covenants for the Neuse Colony Subdivision.

Our subdivision has two major sections, Neuse Colony Estates and Neuse Colony. Both sections belong to the Neuse Colony Association, Inc., the listed non-profit organizational name as listed with the Secretary of State of North Carolina. Neuse Colony Estates was the first section to be developed by Kelly White Finch and Rebecca Flowers Finch and have lot sizes ranging from 2.03 acres to 7.46 acres. Neuse Colony was later developed with lot sizes ranging from 0.68 acres to 1.97 acres.

A complete list of the Restrictive Covenants, in their entirety, may be obtained either from the Johnston County Courthouse, online at the Johnston County Register of Deeds, or on this CD. The summary of the Restrictive Covenants is provided in this package.

The overall purposes of the Restrictive Covenants are to preserve and maintain the property values and the natural beauty of the subdivision. It is the intention of this summary to provide a quick reference section to the Restrictive Covenants and does in no way become a legal binding document, replace the recorded covenants or amendments, or release any party from the recorded documents.

## **RESTRICTIVE COVENANTS FOR NEUSE COLONY**

### **ARTICLE 1: DEFINITIONS**

Section 1: **Association** shall mean and refer to Neuse Colony Association, Inc., its successors and assigns.

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 part of the properties, including contract sellers, but excluding those having some interest merely as security for performance of an obligation.

Section 3: **Common Area** shall mean all real property (including the improvements thereto) and personal property and easements and other interests therein, together with the facilities and improvements located thereon now or hereafter acquired by the Association for the common use and enjoyment of the owners. The use and enjoyment of common property shall be subject to such rules and regulations relating hereto as are adopted and amended by the Association. All of the streets and roads abutting the lots within the properties that are not maintained by the State of North Carolina shall, upon the recordation of the plat of the subdivision, be dedicated to the common benefit of the community and shall be maintained and repaired by the Association. Maintenance, repair, and replacement of common properties, including improvements thereto, shall be the obligation of the Association.

Section 4: **Lot** shall mean and refer to any plat of land shown upon any recorded subdivision map of the properties.

Section 5: The **Community and Properties** shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

Section 6: **Declarant** shall mean and refer to Becky Flowers Finch and Kelly White Finch, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

## **ARTICLE II: PROPERTY RIGHTS**

Section 1: Owner's Easement and Enjoyment. Each owner shall have a right and easement in and to the common area, which shall be appurtenant to and shall pass with title to every lot, subject to the following provision:

- a. The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-third (2/3) of each class of members has been recorded.

Section 2: Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3: Easement for Utilities. There is hereby reserved to the Association blanket easements upon, across, above, and under all property within the community for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other services such as, but not limited to, a master television antenna system, cable television system, or security system, the Association might to have installed for either themselves or their designees, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, or maintaining of such wires, conduits, cables, or other equipment related to the providing of any utility or service. Should any party requesting such utility or service, request a specific license or easement by separate recordable document, the Board shall have the right to grant easement.

## **ARTICLE III: MEMBERSHIP AND VOTING RIGHTS**

Section 1: Every owner of a lot is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated by ownership of any lot, which is subject to assessment.

Section 2: The Association shall have one (1) class of voting membership: Class A. Class A members shall be all Owners, and shall be entitled to one (1) vote for each lot owned, to be cast in person or by proxy involving all voting matters. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respects to any lot.

## **ARTICLE IV: COVENANT FOR MAINTAINENCE ASSESSMENTS**

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- a. Annual assessments or charges, and
- b. Special assessments for capital improvements, such as assessments to be established and collected as hereinafter provided.

The reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the owner of the property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for improvement and maintenance of the common easements located on each lot as well as any common area added pursuant to the terms of these Covenants.

Section 3: Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be Fifty and no/100ths (\$50.00) Dollars per lot; this shall be paid at closing and shall not be prorated. **The first lot sold 02 June 1987 to Ambrose Dale Massengill, as recorded in Book 1054, Pages 650 to 655.**

- a. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.
- b. From and after January 1, 1988, the maximum annual assessment may be increased five (5%) percent by a vote of two-third (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-third (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of

members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6: Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7: Date of Commencement of Annual Assessments-Due Dates. The annual assessments provided for herein shall commence on all lots shall be assessed regardless beginning 7-1-1987. The first annual assessment shall be due in full at closing. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The Board of Directors shall establish the due dates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8: Effect of Nonpayment of Assessments-Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 9: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosures or any proceeding, in lieu thereof, shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 10: Exempt Properties. No dwelling lot shall be exempt from special assessments. All properties dedicated to and accepted by a local public authority, utility, common area, or any restricted common area such as parking lots, streets, or utility and drainage easements, shall be exempt from the assessments created herein.

Section 11: Loans to the Association. The Association's Board of Directors may borrow monies from time to time, so long as the repayment of the principal borrowed and the interest thereon shall be accompanied within the term of five (5) years. Loans that shall require repayment over a longer term shall first be approved by two-thirds (2/3) of the votes of the members present in person or by proxy at a meeting duly called for this purpose.

The order to secure the repayment of any and all sums borrowed by it from time to time, the Association is hereby granted the right and power:

- (1) to assign and pledge revenues received, and to be received by it under any provision of this Declaration; and

- (2) to enter into an agreement with Note holders with respect to collection and disbursement of funds; and
- (3) to apply funds received by the Association first to the payment of principal and interest, when due, on such loans; and
- (4) to establish such collection, payment and lien reinforcement procedures as may be required by the Association's Board of Directors.

Section 12: Reserves and Surplus. The Association's Board may establish, from time to time, reserves for such lawful purposes as in its sole discretion it may determine necessary to be desirable for the greater financial security of the Association and its effectuation of its purposes. The Association shall not be obligated to spend in any fiscal year all of the sums collected in such year, and may carry forward, as surplus balances remaining; nor shall the Association to apply any such surplus to the reduction of the amount of the annual assessment in the succeeding year, but may carry forward the same from year to year. *[Surplus may be carried forward, but may not be used as a refund. However the assessment can be lowered for the year following the surplus based on the proposed budget and long-range improvement plans.]*

Section 13: Contractual Authority. The Association shall be entitled to contract with any corporation, firm or other entity for the performance of the various duties imposed on the Association hereunder and the performance by any such entity shall be deemed the performance of the Association hereunder.

Section 14: Basis of Current Assessment. The Association based the current assessment on maintenance costs to the following common properties, which are dedicated to the Homeowners Association by this document and recorded plat:

- a. Gatehouses;
- b. Drilled wells, pumps, tanks, controls and irrigation systems on islands within right-of-way of private road in each section;
- c. Entrance Gates, Gate Operation Systems, and Entrance Gate Phone Access Systems
- d. Entrance walls, lanterns, and Neuse Colony sign at entrance to subdivision;
- e. 100 amp service to each gatehouse;
- f. The private streets and road in each section;
- g. Maintenance of all drainage easements as shown on recorded plat.
- h. 50-foot jogging trail easement along the riverfront trails (both being limited to humans and pets) along the interior lot lines as shown on plat.
- i. 20-foot access easement to all trails as described on original plats;
- j. Common areas and Entrances;
- k. Walking and jogging trails;
- l. Management Costs

## **ARTICLE V: GENERAL PROVISIONS**

Section 1: Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now and hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or the right to do so thereafter. The court may award reasonable attorney's fees to the prevailing party.

Section 2: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 3: Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date 02 June 1987, as recorded in Book 1054. Pages 639 to 649, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period [02 June 1987 until 02 June 2007] by an instrument signed by not less than seventy-five (75%) percent of the lot owners, and thereafter [03 June 2007 forward] by an instrument signed by not less than sixty-six and two-thirds (66 2/3 %) percent of the lot owners. Any amendment must be recorded.

Section 4: Annexation. Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3) of members except for the following: without the consent of the members within ten (10) years of the date of this instrument [June 02, 1987].

## **ARTICLE VI: USE RESTRICTIONS**

**Section 1:** Land Use and Building Type. No lot shall be used except for residential purposes and for single-family houses. No building shall be erected, altered, placed, or permitted to remain on any lot other than a single detached one-story family dwelling except that each lot may have in addition to the dwelling, detached or attached private garages or outbuildings approved by the Declarant or Architectural Review Committee. Any out building shall be completely screened from the view from the street. No lot shall be subdivided or boundary lines amended, except with the written consent of the Declarant and in compliance with the subdivision regulations of Johnston County. The grantors hereby expressly reserve for themselves, and their successors and/or assigns, the right to replat one or more lots shown on the plat of said subdivision in order to create a modified building lot.

In order to maintain architectural beauty in this subdivision and to guard against the erection therein of poorly designed or proportioned structures, no building shall be erected, altered, or permitted to remain on any building lot until a plot plan showing the location of the said building on the lot and the plans and specifications showing the type and exterior lines thereof have been submitted to and approved in writing by Architectural Review Committee. In the event Architectural Review Committee or the person designated in writing by it fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted as herein required, such approval will not be required and this covenant shall be deemed to have been fully complied with. Furthermore, if no suit to enjoin the erection of such structure has been commenced prior to ninety (90) days after the completion of the structure, such approval shall not be required.

**Section 2:-**Dwelling Size and Foundation. Dwellings shall have the following minimum square footage of heated floor space exclusive of porches, carports, and garages as shown in the table. All foundations shall be veneered on the exterior with brick, stone, or stucco. All newly constructed homes must meet the last dwelling size and foundation as listed.

Section	Phase	Lots with Existing Homes	Min. Size	Date Amended	Book	Page
A	ALL	1 - 36 (All)	1,800	June 2, 1987	1079	251
A	ALL	1 - 36 (All)	2,200	January 10, 1990	1200	374-402
B	ALL	Lots 1 - 29	2,000	November 7, 1990	1233	65-82
C	II	60, 61A, 61B, & 62	2,000	January 7, 1992	1236	734-736
C	II	60, 61A, 61B, & 62	2,000	April 3, 1997	1589	851-853
D	I	4 & 8	2,000	November 26, 1990	1189	41-42
D	II	6, 11, 12, 16, 17, 18, & 21	2,000	January 18, 1991	1215	145-150
D	III	ALL	2,000	June 10, 1991	1211	19-21
D	IV	22 - 34, & 36	1,800	March 4, 1997	1589	756-758
D	IV	22 - 34, & 36 "Patio"	1,500	March 4, 1997	1589	756-758
D	IV	36 Specific	2,000	March 4, 1997	1589	756-758
D	IV	22 - 34, & 36	1,800	April 11, 1997	1589	851-853
D	IV	22 - 34, & 36 "Patio"	1,500	April 11, 1997	1589	851-853
D	IV	36 Specific	2,000	April 11, 1997	1589	851-853

Section 3: The building setback distance from property line as shown on the recorded plat.

Section	Lot/Phase	St Setback	St. Ease	ROW	River	HWY 42	Drainage	Lake	Book	Page
A	1-36	40	15	50	50	60	20	NA	29	77
A	1-36	40	15	50	50	60	20	20	29	297
A	13	40	15	50	50	NA	20	NA	46	153
B	1-29	40	15	50	NA	50	20	20	31	85
B	17-24	40	15	50	NA	NA	10	20	32	35
B	30	40	15	50	NA	50	10	NA	44	367
C	II	40	15	50	50	NA	20	NA	36	123
C	II	48, 52-56, 59	15	50	50	NA	20	NA	49	275
C	47	40	20	50	NA	NA	20	NA	45	167
D	I	40	10	50	NA	NA	20	20	32	241
D	II	40	10	50	NA	NA	20	20	34	185
D	III	40	10	50	NA	NA	20	20	35	163
D	36	40	10	50	NA	NA	20	NA	45	203
D	Well	100	10	50	NA	100	20	NA	48	147
D	III & IV	40	10	50	50	NA	20	20	49	297
D	IV, 22-34	35	10	50	NA	60	20-30	20	49	382
D	35A, 36	40	10	50	NA	60	20	NA	49	390
D	22, 22D, 21D	40	10	50	NA	NA	10	NA	54	167

ROW: Right-of-Way for all streets and roads  
Plat Books and Pages referenced above.

Section 4: Character of Structure. No trailer, basement, tent, shack, garage, barn, or other out building erected in the tract shall at any time be used as a residence temporarily or permanently on the property. No mobile homes or modular homes shall be permitted or temporarily located on a lot.

Section 5: 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.

Section 6: Signs. No sign may be erected or maintained upon any lot or parcel, or any improvement thereon, except as set forth in this Article. Each lot owner may erect or maintain upon any lot or parcel, or any improvements thereon, one (1) sign advertising the builder of the dwelling located upon said lot, and one (1) sign advertising the real estate company or owner selling the particular property. The Architectural Review Committee must first approve the design of each sign.

Section 7: Animals. No animals, livestock, or poultry of any kind may be raised, bred, or kept or permitted on any lot, with the exception of the following pets: (1) dogs; (2) cats; (3) birds; (4) other usual or common household pets.

The Board may regulate the number of pets allowed any owner. Pets which are permitted to roam free or which, in the sole discretion of the Board, appear to endanger the health of the community, making objectionable noise, or constitute a nuisance or inconvenienced to the owners of other lots or the owner of any property located adjacent to the community may be removed by the Board.

No pets shall be kept, bred, or maintained for any commercial purpose. No household pet that has caused damage or injury may be walked in the community. Pets shall be leashed, penned, or physically restrained at all times within each lot.

The president of the Homeowners Association shall authorize the county dog warden to apprehend any pet seen in violation of these restrictions and impound or dispose of the same pursuant to the county dog ordinance. The rights of the Homeowners Association to restrict animals as specified are non-waiver able.

Section 8: Garbage, Clotheslines and Woodpiles. All lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted. Trash, garbage, or other waste shall not be kept except in sanitary containers. All other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

All clotheslines, garbage containers, woodpiles and other similar items shall be located or screened, so as to be concealed, from view of neighboring lots, streets, or passing vehicles.

Section 9: Vehicles. No stripped, partially wrecked, or junk motor vehicles, or part thereof, shall be permitted to be parked or kept on any street or lot, in such a manner as to be visible to the occupants of other lots or the users of any street. No trucks or cars shall be parked on or along the right of way.

Section 10: Damaged Property. Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to an acceptable condition with reasonable promptness.

Section 11: Satellite Dish and Antennas.

- a. Any Satellite dish located on any lot for television reception shall be placed twenty (20) feet behind the back foundation line of the house on the lot. This dish shall not be visible from any street. The plans and specifications for the location of such dish shall be submitted to and approved in writing by the Architectural Review Committee prior to installation.
- b. No exterior antennas of any kind shall be placed, allowed, or maintained upon any portion of the community, including any lot, without the prior written consent of the Board or its designee, except that an owner may erect an antenna on his dwelling roof so long as such antenna does not extend more than six (6) feet above the highest point of the roof. No free

standing antennas whatsoever shall be placed on any lot, including, without limitation satellite dishes without approval.

Section 12: Site Distances. No fence, well, hedge, or shrub planting which obstructs street lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of street lines or in case of a rounded property corner from the intersection of the street property lines extended. The same site line limitations shall apply on any lot within ten (10) feet of the intersection of street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

Section 13: Driveway Pipes. Roadway and guttering pipes for drainage under driveways at or near their point of access shall be a minimum of fifteen (15) inches in diameter, but in no event less than that required by the North Carolina Department of Transportation.

Section 14: Guns. The use of firearms on the properties or in the community is prohibited. This includes "B-B" guns, pellet guns and small firearms of all types.

Section 15: 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 Board or its designee. The Board may issue guidelines detailing acceptable fence styles or specifications, but in no event may hog wire be approved. Chain link fence shall not be visible within fifty (50') [feet] of the roads within the subdivision. Forty-eight (48) inch picket type fence, slat five and one-half (5 ½) inches in width, picket pointed top or round, are specifically approved. The purpose of this provision is to ensure uniform, high quality appearance of the yards. The Declarant anticipates that the Board will approve guidelines allowing forty-eight (48) inch high wooden picket fences with five and one-half (5 ½) inches in width, pickets pointed or rounded on the top and will review particular requests for chain link or other less attractive fencing.

Section 16: Access to Highway No. 42. In order to ensure the uniform high quality appearance of the subdivision, all lots adjacent to Highway No. 42 shall have no driveway or access roadways directly connecting the lot to the roadway of Highway No. 42, but shall provide the road access through the streets of the community maintained in the subdivision.

Section 17: Wells and Water. No well or wells may be drilled or constructed by an owner of any lot in Sections B, C, or D except with permission of the Architectural Review Committee in writing, since such private wells might damage the common water resources of the community. All lots in Sections B, C, and D are required to receive water services solely from the system supplied by the Community Water and Sewer Service.

The Developer has reserved the right herein to subject lots in Section B, C, and D of Neuse Colony Subdivision, as said on recorded plat referenced, to a central waste water treatment facility, and further reserve the right to access against each lot owner a tap-on fee for the right to use said facility. Tap-on fees shall be due on demand to the Service Company, and any of such fees not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Service Company, their successors in interests, may bring an action at law against the owner personally obligated to play the same, or foreclose upon the assessment lien, which shall be a charge against the property against which each tap-on fee is made. Each tap-on fee, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the tap-on fee fell due

**All references in the subsequent Books reference Article VI: Section 17: All Terrain Vehicles, however based on previous recording, it should read Article VI: Section 18: All-Terrain Vehicles. See Book 1106, Page 787 for initial Declaration of Section 17.**

Section 18: All-Terrain Vehicles. The use of all-terrain vehicles, excluding motorized golf carts, but including, and not limited to, three-wheelers, four-wheelers, dirt bikes, and go-carts, on the properties or in the community, is expressly prohibited hereby.

## ARTICLE VII: EASEMENTS

Section 1: Private Road Easement. The private roads and streets servicing the subdivision appear in the recorded plat but in the event, and to the extent fills, cuts, slopes, or part of the street itself extend past the surveyed right-of-way, the Right of Way easement throughout the Subdivision is 50 feet. An additional permanent and construction easement extending [fifteen] (15) foot from the right-of-way perpendicularly into each lot along the street or roadway as an easement for the maintenance of the existing street and road system and the supporting cuts, ditches, or slopes therefore.

Section 2: Utilities and Drainage Easements. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on 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, or which may change the direction of flow drainage channels in the easements, 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.

Section 3: Lake and River Trail Easements. Common area shall mean the lake as shown of recorded plat and a 20 foot maintenance and improvement easement extending 20 feet from the edge of the waterline of the lake on all the borders as shown on the plat in all directions which shall also include such personal property as is located by the Association on the lake and other interest therein, and other resources and improvements located thereon now or hereafter acquired by the Neuse Colony Association, Inc. for the general use and enjoyment of the owners of the Neuse Colony Subdivision; therefore, it shall be the affirmative duty of the Association to repair any damage done to that jogging or walking easement in the process of maintaining or reconstructing the lake or the improvements thereon.

## ARTICLE VIII: ANNEXATION [As defined in Book 1125, Page 851]

Before December 31, 1999, the Developer, Rebecca Flowers Finch, or her heirs and assigns may annex additional lakes within current or future phases of Neuse Colony Subdivision as well as residential properties adjoining or overlooking said lake to Neuse Colony Lake Association II, Inc. so as to provide a uniform scheme of management of the lakes within the subdivision. Use restrictions on separate lakes may differ.

The annexation of Jasmin Lake occurred 11 April 1997.