

BOOK 497 PAGE 503

NORTH CAROLINA:

ONSLow COUNTY :

THIS DECLARATION, made this 4 day of Oct, 1976  
by Quality Land Development Company, a North Carolina corporation having its  
principal place of business in Forsyth County, North Carolina, hereinafter  
referred to as "Declarant".

W I T N E S S E T H: That whereas Declarant is the owner of certain  
lands lying and being in Jacksonville Township, Onslow County, North Carolina,  
and more particularly described as follows:

Being all of Lots 15, 16, 17 and 18, Block C; Lots 1 through 5 inclusive and  
Lot 15, Block D; and, Lots 3, 4, 5, 6, 7, 8 and 9, Block E, Brook Valley  
II-C, which is shown on a map prepared by L. T. Mercer, R. S., dated  
August 25, 1976, and recorded in Map Book 17, Page 37, Onslow  
County Registry, reference to which plat is hereby made for a more  
perfect description.

WHEREAS, Declarant now desires to impose certain protective restric-  
tions, conditions, limitations, reservations and covenants upon the owner-  
ship of said land in order to insure the most beneficial development of said  
property as residential property, and to prevent such future use thereof as  
might tend to diminish the value and pleasurable enjoyment thereof; and,

NOW, THEREFORE, IT IS HEREBY DECLARED that all of the land herein-  
above described is now and shall in the future be held, sold and otherwise  
transferred and conveyed subject to the following covenants, conditions,  
restrictions, reservations and limitations hereinafter referred to as  
Protective Restrictions:

(1) LAND USE AND BUILDING TYPE: No Land shall be used for other  
than residential purposes; provided, this shall not forbid the erection  
of churches or similar places of worship complying with the other appli-  
cable restrictions. Otherwise, no building shall be erected, altered,  
placed or permitted to remain on any lot other than one detached single  
family dwelling not to exceed two and one-half stories in height and  
a private garage for not more than two automobiles.

(2) DWELLING COSTS, QUALITY AND SIZE: No dwelling shall be per-  
mitted to be constructed on any lot at a comparative cost of less than  
ten thousand dollars (\$10,000.00) not including cost of lot, based upon  
cost levels prevailing on the date of recordation of this Declaration,  
it being the intention and purpose of Declarant to assure that all dwell-  
ings shall be of a quality of workmanship and material substantially the  
same or better than that which can be produced on said date of recorda-  
tion at the minimum cost for the minimum permitted dwelling size stated

herein. The ground floor area of the main structure of the single-family dwelling shall not be less than Nine Hundred Sixty (960) square feet.

(3) BUILDING LOCATION: No building shall be located on any lot nearer to the front street lot line or nearer to the side street lot line than the minimum building set-back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than thirty-five (35) feet to the front street lot line, or nearer than twenty (20) feet to any side street line. No building shall be located nearer to an interior lot line than ten (10) feet, except that no side yard shall be required for a garage or other permitted accessory building located seventy-five (75) feet or more from the minimum building set-back line. For the purpose of this Declaration, eaves, chimneys, steps, open porches, and similar projections from the building shall not be considered to be a part of the building, provided, that this shall not be construed to permit any projections or other portions of any building to encroach upon another lot.

A building may be located on one and one-half lots, which shall be considered one lot for the purposes of this Declaration. The outside boundaries of the one and one-half lots shall be considered "lot lines" for the purposes of these covenants.

(4) LOT SIZE: No dwelling shall be erected, altered, placed or permitted to remain on any lot having a width of less than seventy-five (75) feet at the minimum set-back line and an area of less than ten thousand (10,000) square feet.

(5) EASEMENTS: Easements on, over and under the front and rear ten (10) feet of each lot, together with easements on, over and under each lot of the dimensions as shown on the plat hereinabove referred to, are reserved for the installation and maintenance of utilities and drainage facilities. It shall be the sole responsibility and duty of the owner of each lot or parcel of land described in Article (1) herein, to maintain the drainage easement on said lot, free from any obstruction and in a manner satisfactory to the City of Jacksonville, Veterans Administration and Federal Housing Authority.

(6) NUISANCES: No noxious or offensive 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.

(7) USE OF OUTBUILDINGS: No trailer of any kind, tent, shack, garage, barn, outbuilding or other structure of a temporary character shall be used for a residence on any lot either temporarily or permanently.

(8) ANIMALS: No horses, ponies, animals or livestock of any kind shall be raised, bred or kept on this property, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided such household animals do not become an annoyance or nuisance to the neighborhood.

(9) TERM: All of these protective restrictions as herein set forth shall run with the land unchanged and continue and be binding on all owners, their successors and assigns, and all persons claiming by, through or under them for a period of twenty-five (25) years from the date of recordation of this Declaration, after which time said protective restrictions shall be automatically extended for successive periods of ten (10) years, unless at any time and from time to time, the then owners of a majority of the lots as shown on the aforesaid plat modify, change or amend these protective restrictions by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and recording the same in the manner provided by law.

(10) ENFORCEMENT: Enforcement of this Declaration shall be through proceeding at law or in equity on the part of any person or persons owning any interest in the real property hereinabove described against any person or persons violating or attempting to violate any part hereof, either to restrain the said violation or to recover damages incurred thereby.

(11) No fence shall be placed across the front of any lot nearer the street than the front of the house erected upon said lot, and no fence shall be erected upon said lot nearer to a side street line than the side line of the house upon said lot nearest the said street.

(12) Quality Land Development Company, for itself, its successors and assigns, does hereby reserve the right to amend or alter the restrictions contained in these Articles so as to provide for minor violations thereof. The term, "minor violations" shall not be interpreted to include any violation in excess of ten percent (10%) of the minimum restriction. Such amendment or alteration may be made by written consent of Quality Land Development Company, its

successors and assigns, and the owner or owners from time to time of the plot or plots upon which such restrictive covenants are to be changed.

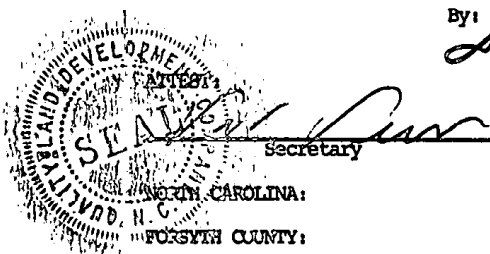
(13) SEVERABILITY: Invalidation of any one of these protective restrictions by judgment, judicial decree or court order, or otherwise, shall not affect in any manner or particular any of the other provisions contained in this Declaration and the remaining provisions shall thereafter be and remain in full force and effect.

(14) The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light 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 Carolina Power & Light Company by the owner of each building.

IN TESTIMONY WHEREOF, said Quality Land Development Company has caused this instrument to be signed in its corporate name by its President, attested to by its Secretary, and its corporate seal to be hereto affixed, all by authority duly given, the day and year first above written.

QUALITY LAND DEVELOPMENT COMPANY

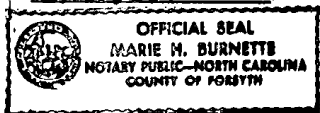
By: J. K. Glenn  
President



NORTH CAROLINA:  
FORSYTH COUNTY:

This 4<sup>th</sup> day of October, 1976 personally came before me J. K. Glenn who, being by me duly sworn, says that he is President of Quality Land Development Company, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And, the said President acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal, this the 4<sup>th</sup> day of October, 1976.



Marie M. Burnette  
Notary Public

My com. exp.: Feb. 27, 1981.

BOOK 497 PAGE 507

NORTH CAROLINA, ONSLOW COUNTY.

The foregoing certificate of Marie H. Burnette is certified to be correct. This instrument was presented for registration and recorded in this office in Book 497, Page 503.

This 25 day of March, 1977 at 3:25 o'clock P.M.

Mildred M. Thomas, Register of Deeds.

Handwritten notes: P.O. 68687, b. 50

Official text and signature area at the bottom left.

77 MAR 25 PM 3 25

Official stamp: JAMES JACKSON, REGISTER OF DEEDS, ONSLOW COUNTY, NORTH CAROLINA, MARCH 25 1977.

BOOK 553 PAGE 670

NORTH CAROLINA:

ONslow COUNTY :

THIS DECLARATION, made this 5<sup>th</sup> day of June, 1979 by Quality Land Development Company, a North Carolina corporation, and Town and Country Real Estate of Jacksonville, Inc., a North Carolina corporation.

WITNESSETH: That whereas, by that certain Declaration dated July 15th, 1974 and recorded in Book 446, Page 174, Onslow County Registry, restrictive and protective covenants were placed on that property known as Brook Valley, Section II-B, as shown on plat recorded in Map Book 14, Page 74, Onslow County Registry; and,

WHEREAS, Paragraph 3 of said Declaration provided that no building should be located on any lot nearer to the side street lot line than the minimum building setback lines shown on the recorded plat; and,

WHEREAS, the recorded plat as to Lot 17, Block D, shows a minimum building line along Julia Court of twenty-five (25) feet; and,

WHEREAS, a house has been constructed upon said Lot 17, Block D, the corner of which extends over said twenty-five (25) foot minimum building line for a distance of approximately 2.3 feet; and,

WHEREAS, Paragraph 12 of said recorded restrictive covenants provided that Quality Land Development Company could amend or alter said restrictions to permit minor violations thereof by written consent of said Quality Land Development Company and the owner of the plot upon which such restrictive covenants are to be changed; and,

WHEREAS, the encroachment of the house located on Lot 17, Block D, constitutes a minor violation within the meaning of said restrictive covenants and said Quality Land Development Company and Town and Country Real Estate of Jacksonville, Inc., the present owner of said Lot 17, Block D, desire to amend said restrictive covenants to allow the location of the house on said Lot 17, Block D;

NOW, THEREFORE, the said parties hereto hereby declare that the restrictive covenants recorded in Book 446, Page 174, Onslow County Registry, are amended to permit the present location of the house on Lot 17, Block D, without regard to the twenty-five (25) foot minimum building line along Julia Court as shown on that plat recorded in Map Book 14, Page 74, Onslow County Registry.

BOOK 553 PAGE 671

Except as is hereby specifically amended, the said Declaration recorded in Book 446, Page 174, Onslow County Registry, is reiterated and reaffirmed in each and every particular.

IN TESTIMONY WHEREOF, the said Quality Land Development Company and Town and Country Real Estate of Jacksonville, Inc. have caused this instrument to be signed in their corporate names by their corporate officers, and duly attested and have caused their corporate seals to be hereto affixed all by authority duly given the day and year first above written.

QUALITY LAND DEVELOPMENT COMPANY

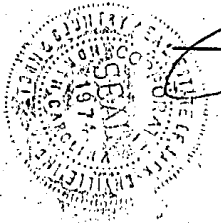
By: [Signature]  
President



ATTEST: [Signature]  
Assistant Secretary

TOWN AND COUNTRY REAL ESTATE OF JACKSONVILLE, INC.

By: [Signature]  
President



ATTEST: [Signature]  
Secretary

BOOK 553 PAGE 672

NORTH CAROLINA:

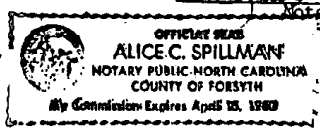
FORSYTH COUNTY:

This 5<sup>th</sup> day of June, 1979 personally came before me the under-  
signed Notary Public, J. K. GLENN  
who, being by me duly sworn, says that he is President of Quality Land  
Development Company and that the seal affixed to the foregoing instrument  
in writing is the corporate seal of the corporation, and that said writing  
was signed and sealed by him in behalf of the said corporation by its auth-  
ority duly given. And, the said President acknowledged the said writing  
to be the act and deed of said corporation.

Witness my hand and notarial seal, this the 5<sup>th</sup> day of June, 1979.

Alice C. Spillman  
Notary Public

My com. exp.



NORTH CAROLINA:

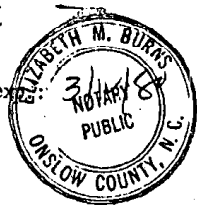
ONSLow COUNTY :

This 7 day of June, 1979 personally came before me the under-  
signed Notary Public, Elizabeth Hyatt  
who, being by me duly sworn, says that he is President of Town and Country  
Real Estate of Jacksonville, Inc. and that the seal affixed to the fore-  
going instrument in writing is the corporate seal of the corporation, and  
that said writing was signed and sealed by him in behalf of the said cor-  
poration by its authority duly given. And, the said President acknowledged  
the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal, this the 7 day of June, 1979.

Elizabeth M. Burns  
Notary Public

My com. exp.



NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of:

Alice C. Spillman

and

Elizabeth M. Burns

Notary (ies) Public (s) (are) certified to be correct. This instrument was presented for registration and re-  
corded in this office in Book 553 Page 670. This 7 day of June

1979 D. at 11:34 A. M.

Malcolm M. Thomas  
Register of Deeds, Onslow County

By

Register of Deeds



BOOK 553 PAGE 670

NORTH CAROLINA:

ONslow COUNTY :

THIS DECLARATION, made this 5<sup>th</sup> day of June, 1979 by Quality Land Development Company, a North Carolina corporation, and Town and Country Real Estate of Jacksonville, Inc., a North Carolina corporation.

WITNESSETH: That whereas, by that certain Declaration dated July 15th, 1974 and recorded in Book 446, Page 174, Onslow County Registry, restrictive and protective covenants were placed on that property known as Brook Valley, Section II-B, as shown on plat recorded in Map Book 14, Page 74, Onslow County Registry; and,

WHEREAS, Paragraph 3 of said Declaration provided that no building should be located on any lot nearer to the side street lot line than the minimum building setback lines shown on the recorded plat; and,

WHEREAS, the recorded plat as to Lot 17, Block D, shows a minimum building line along Julia Court of twenty-five (25) feet; and,

WHEREAS, a house has been constructed upon said Lot 17, Block D, the corner of which extends over said twenty-five (25) foot minimum building line for a distance of approximately 2.3 feet; and,

WHEREAS, Paragraph 12 of said recorded restrictive covenants provided that Quality Land Development Company could amend or alter said restrictions to permit minor violations thereof by written consent of said Quality Land Development Company and the owner of the plot upon which such restrictive covenants are to be changed; and,

WHEREAS, the encroachment of the house located on Lot 17, Block D, constitutes a minor violation within the meaning of said restrictive covenants and said Quality Land Development Company and Town and Country Real Estate of Jacksonville, Inc., the present owner of said Lot 17, Block D, desire to amend said restrictive covenants to allow the location of the house on said Lot 17, Block D;

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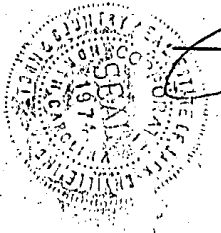
By: [Signature]  
President



ATTEST: [Signature]  
Assistant Secretary

TOWN AND COUNTRY REAL ESTATE OF JACKSONVILLE, INC.

By: [Signature]  
President



ATTEST: [Signature]  
Secretary

BOOK 553 PAGE 672

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who, being by me duly sworn, says that he is President of Quality Land  
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Alice C. Spillman  
Notary Public

My com. exp.



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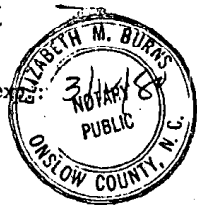
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