

BOOK 522 PAGE 357

NORTH CAROLINA

ONslow COUNTY

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, WESTMINSTER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in the City of Greensboro, State of North Carolina, hereinafter called "Owner", is the owner of all that tract of land located in Onslow County, North Carolina, and designated and known as "Brynn Marr Section VI-A" shown on that certain plat recorded in Plat Book 18 , Page 45, in the office of the Register of Deeds of Onslow County.

AND WHEREAS, Owner desires to provide for stability and appeal in the development of said land:

NOW, THEREFORE, Owner hereby covenants and agrees to and with all persons, firms, and corporations now owning or hereafter acquiring any of the numbered lots included on said plat, that all of said numbered lots shall be and the same now are, to the extent hereinafter defined and described, subject to the following restrictions as to the use thereof, running with said land by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

BOOK 522 PAGE 358

2. DWELLING, QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 850 square feet for a one story dwelling, nor less than 700 square feet for a dwelling of more than one story.

3. BUILDING LOCATION: No building shall be located on any corner lot nearer than 25 feet to the front line nor nearer than 20 feet to any side street line. Where a corner lot is involved, "front lot line" shall be deemed to be that line toward which the main structure fronts; provided that when the main structure fronts toward the corner of the two intersecting streets, the requirement of set back from the front lotline shall be 20 feet instead of 25 feet. No building shall be located with respect to side lot lines so as to be nearer than 8 feet to either such line. No dwelling shall be located on any interior lot nearer than 35 feet to the front lot line nor nearer than 35 feet to the rear lot line, and no garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches 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 10 per cent 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.

4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred to, if any such lots as shown do not meet these minimum requirements.

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.

6. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (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 change the direction of flow of 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.

7. 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.

8. BUILDING PLANS AND SPECIFICATIONS: No dwelling or other building shall be erected upon any lot unless the plans and specifications thereof meet or exceed the requirements of "minimum property standards for one and two living units." (FHA No. 300), Federal Housing Administration.

9. ERECTION OF FENCES: No fence shall be erected between the front building line and the street right-of-way line in excess of 3 feet in height. No fence shall be erected between the front building line of the main dwelling and the back lot line in excess of 6 feet in height. Where corner lots occur with adjacent lots sharing the same right-of-way line, no fence in excess of 3 feet in height shall be constructed along the right-of-way of the corner lots or nearer the right-of-way than the front building line of the adjacent lots.

10. 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 three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

11. 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.

12. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a 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 sight lines.

13. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, mobile home, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any such vehicle be allowed to remain on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

14. 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

BOOK 522 PAGE 361

covenants are recorded, after which time said 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.

15. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

16. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

17. The developer reserves the right to subject the real property in this subdivision to a contract with Jones-Onslow Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an additional payment and/or a continuing monthly payment to Jones-Onslow Electric Membership Corporation by the owner of each building.

IN TESTIMONY WHEREOF, WESTMINSTER COMPANY, has caused this Declaration to be signed in its corporate name by its Vice President and attested by its Assistant Secretary and its corporate seal to be hereunto affixed this 12th day of September, 1977.

WESTMINSTER COMPANY

By: Joseph R. Thomas
Vice President



E. B. Hanley
Assistant Secretary

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Alicia M. Gomez, a Notary Public, do hereby certify that E. B. Hanley, personally appeared before me this day and acknowledged that he is Assistant Secretary of the Westminister Company, a corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by himself as its Assistant Secretary.



Witness my hand and notarial seal this 12th day of September,

Alicia M. Gomez
Notary Public

My commission expires: Sept 20, 1981

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NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Alicia M. Gomez

Notary Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 522 Page 357 This 13 day of March

1978 A. D. at 3:35 P. M. Michael W. Thomas Register of Deeds, Onslow County

Register of Deeds

17.50 Pd.
mail
Washington Co.
P.O. Box 1167
J-Ville N.C.

78 MAR 13 PM 4 35

BOOK 572 PAGE 139

NORTH CAROLINA

ONSLow COUNTY

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, WESTMINSTER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in the City of Greensboro, State of North Carolina, hereinafter called "Owner", is the owner of all that tract of land located in Onslow County, North Carolina, and designated and known as "Brynn Marr Section VI-B" shown on that certain plat recorded in Plat Book 21, Page 8, in the office of the Register of Deeds of Onslow County.

AND WHEREAS, Owner desires to provide for stability and appeal in the development of said land:

NOW, THEREFORE, Owner hereby covenants and agrees to and with all persons, firms, and corporations now owning or hereafter acquiring any of the numbered lots included on said plat, that all of said numbered lots shall be and the same now are, to the extent hereinafter defined and described, subject to the following restrictions as to the use thereof, running with said land by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

BOOK 572 PAGE 140

2. DWELLING, QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 850 square feet for a one story dwelling, nor less than 700 square feet for a dwelling of more than one story.

3. BUILDING LOCATION: No building shall be located on any lot nearer than the setback line as shown on the recorded plat. No building shall be located with respect to side lot lines so as to be nearer than 8 feet to either such line. No garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches 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 10 per cent in the location of a building on the lot with respect to the minimum setback lines shall not be considered as a violation of this covenant.

4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred to, if any such lots as shown do not meet these minimum requirements.

BOOK 572 PAGE 141

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.

6. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (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 change the direction of flow of 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.

7. 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.

8. BUILDING PLANS AND SPECIFICATIONS: No dwelling or other building shall be erected upon any lot unless the plans and specifications thereof meet or exceed the requirements of "minimum property standards for one and two living units." (FHA No. 300), Federal Housing Administration.

9. ERECTION OF FENCES: No fence shall be erected between the front building line and the street right-of-way line in excess of 3 feet in height. No fence shall be erected between the front building line of the main dwelling and the back lot line in excess of 6 feet in height. Where corner lots occur with adjacent lots sharing the same right-of-way line, no fence in excess of 3 feet in height shall be constructed along the right-of-way of the corner lots or nearer the right-of-way than the front building line of the adjacent lots.

10. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not

BOOK 572 PAGE 142

more than one square foot parallel to the building line, one sign of not more than three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

11. 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.

12. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a 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 sight lines.

13. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, mobile home, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any such vehicle be allowed to remain on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

14. 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

BOOK 572 PAGE 142-A

covenants are recorded, after which time said 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.

15. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

16. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

17. The developer reserves the right to subject the real property in this subdivision to a contract with Jones-Onslow Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an additional payment and/or a continuing monthly payment to Jones-Onslow Electric Membership Corporation by the owner of each building.

IN TESTIMONY WHEREOF, WESTMINSTER COMPANY, has caused this Declaration to be signed in its corporate name by its Vice President and attested by its Assistant Secretary and its corporate seal to be hereunto affixed this 14th day of January, 1980.

WESTMINSTER COMPANY

By: Joseph E. Thomas
Vice President

ATTEST:

James E. Maiden
Assistant Secretary

BOOK 572 PAGE 143

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

I, Alicia M. Gomez, A Notary Public, do hereby certify that James E. Maidens, personally appeared before me this day and acknowledged that he is Assistant Secretary of the Westminster Company, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by himself as its Assistant Secretary. Witness my hand and notarial seal this 14th day of January,

1980.



Alicia M. Gomez
Notary Public

NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Alicia M. Gomez

~~XXXXX~~

Notary (ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 572 Page 139 This 11 day of March

1980 at 11 15 o'clock A. M.
Michael A. Thomas
Register of Deeds, Onslow County

By _____
Register of Deeds

*Pl
11.00
Westminster
Co.*

BOOK 647 PAGE 731

NORTH CAROLINA
ONSLow COUNTY

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, WESTMINSTER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in the City of Greensboro, State of North Carolina, hereinafter called "Owner," is the owner of all that tract of land located in Onslow County, North Carolina, and designated and known as "Brynn Marr Section VI-C, Part I" shown on that certain plat recorded in Map Book 21, Page 212, Slide B-240, in the office of the Register of Deeds of Onslow County.

AND WHEREAS, Owner desires to provide for stability and appeal in the development of said land:

NOW THEREFORE, Owner hereby covenants and agrees to and with all persons, firms, and corporations now owning or hereafter acquiring any of the numbered lots included on said plat, that all of said numbered lots shall be and the same now are, to the extent hereinafter defined and described, subject to the following restrictions as to the use thereof, running with said land by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

2. DWELLING, QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 850 square feet for a one story dwelling, nor less than 700 square feet for a dwelling of more than one story.

BOOK 647 PAGE 732

3. BUILDING LOCATION: No building shall be located on any lot nearer than the setback line as shown on the recorded plat. No building shall be located with respect to side lot lines so as to be nearer than 8 feet to either such line. No garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches 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 10 per cent in the location of a building on the lot with respect to the minimum setback lines shall not be considered as a violation of this covenant.

4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred to, if any such lots as shown do not meet these minimum requirements.

5. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.

6. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (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 change the direction of flow of 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.

7. 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.

BOOK 647 PAGE 733

8. BUILDING PLANS AND SPECIFICATIONS: No dwelling or other building shall be erected upon any lot unless the plans and specifications thereof meet or exceed the requirements of "minimum property standards for one and two living units." (FHA No. 300, Federal Housing Administration.)

9. ERECTION OF FENCES: No fence shall be erected between the front building line and the street right-of-way line in excess of 3 feet in height. No fence shall be erected between the front building line of the main dwelling and the back lot line in excess of 6 feet in height. Where corner lots occur with adjacent lots sharing the same right-of-way line, no fence in excess of 3 feet in height shall be constructed along the right-of-way of the corner lots or nearer the right-of-way than the front building line of the adjacent lots.

10. 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 three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

11. 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.

12. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a 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 sight lines.

BOOK 647 PAGE 734

13. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, mobile home, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any such vehicle be allowed to remain on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

14. 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 said 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.

15. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

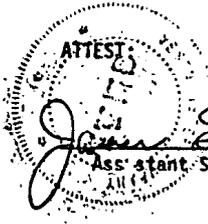
16. SEVERABILITY: Invalidat'ion of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

17. The developer reserves the right to subject the real property in this subdivision to a contract with Jones-Onslow Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an additional payment and/or a continuing monthly payment to Jones-Onslow Electric Membership Corporation by the owner of each building.

IN TESTIMONY WHEREOF, WESTMINSTER COMPANY, has caused this Declaration to be signed in its corporate name by its Senior Vice President and attested by its Assistant Secretary and its corporate seal to be hereunto affixed this 10th day of December, 1982.

WESTMINSTER COMPANY

By: Jessie E. Thomas
Senior Vice President



James E. Maiden
Assistant Secretary

BOOK 647 PAGE 735

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

I, Patricia J. Jackson, a Notary Public, do hereby certify that James E. Maides personally appeared before me this day and acknowledged that he is Assistant Secretary of the Westminster Company, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Senior Vice President, sealed with the corporate seal, and attested by himself as its Assistant Secretary.

Witness my hand and notarial seal this 10th day of December, 1982.

Patricia J. Jackson
Notary Public

My Commission Expires: August 17, 1985



NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Patricia J. Jackson
and _____
Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 647 Page 731. This 29 day of March 1983 A. M. at 2:41 by clock P. M.
Malcolm M. Thomas
Register of Deeds, Onslow County _____
Register of Deeds

pl 11.00

BOOK 820 PAGE 571

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NORTH CAROLINA

DECLARATION OF RESTRICTIONS

ONSLow COUNTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, WESTMINSTER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in the City of Greensboro, State of North Carolina, hereinafter called "Owner," is the owner of all that tract of land located in Onslow County, North Carolina, and designated and known as "Brynn Marr Section VI-D" shown on that certain plat recorded in Plat Book 24 , Page 100, Slide D-48 , in the office of the Register of Deeds of Onslow County.

AND WHEREAS, Owner desires to provide for stability and appeal in the development of said land:

NOW, THEREFORE, Owner hereby covenants and agrees to and with all persons, firms, corporations now owning or hereafter acquiring any of the numbered lots included on said plats, that all of said numbered lots shall be and the same now are, to the extent hereinafter defined and described, subject to the following restrictions as to the use thereof, running with said land by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

BOOK 820 PAGE 572

2. DWELLING, QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 900 square feet for a one story dwelling nor less than 600 square feet for a dwelling of more than one story.

3. BUILDING LOCATION: No building shall be located on any lot nearer than the setback line as shown on the recorded plat. No building shall be located with respect to side lot lines so as to be nearer than 10 feet to either such line. No garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches 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 10 per cent in the location of a building on the lot with respect to the minimum setback lines shall not be considered as a violation of this covenant.

4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred to, if any such lots as shown do not meet these minimum requirements.

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.

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (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 change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through 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.

BOOK 820 PAGE 573

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 breed or maintained for any commercial purposes.

8. **BUILDING PLANS AND SPECIFICATIONS:** No dwelling or other building shall be erected upon any lot unless the plans and specifications thereof meet or exceed the requirements of "minimum property standard for one and two living units." (FHA No. 300, Federal Housing Administration.)

9. **ERECTION OF FENCES:** No fence shall be erected along the front line of any lot nor along the side line of any lot that adjoins a street. No fence shall be erected nearer to any street than the respective building corners. No fence of chain link type construction in excess of four feet in height is allowed, except those fences of chain link construction up to six feet in height for the purpose of confining pets provided same does not extend more than twenty (20) feet in any direction and are constructed within the rear yard and in no case closer to any street than the rear corner of the building.

10. **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 three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

11. **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.

12. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline

BOOK 820 PAGE 574

limitations shall apply on any lot within 10 feet from the intersection of a 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 sight lines.

13. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, mobile home, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any such vehicle be allowed to remain on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

14. 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 said covenants shall be automatically extended for 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.

15. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

16. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

17. The developer reserves the right to subject the real property in this subdivision to a contract with Jones-Onslow Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an additional payment and/or a continuing payment to Jones-Onslow Electric Membership Corporation by the owner of each building.

IN TESTIMONY WHEREOF, WESTMINSTER COMPANY, has caused this Declaration to be signed in its corporate name by its Vice President and attested by its Assistant Secretary and its corporate seal to be hereunto affixed this 23rd day of February, 1987.

BOOK 820 PAGE 575

WESTMINSTER COMPANY

Joseph E. Thoma
Vice President

Rebecca S. Canada
Assistant Secretary

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Patricia J. Jackson, a Notary Public, do hereby certify that Rebecca S. Canada personally appeared before me this day and acknowledged that she is Assistant Secretary of Westminster Company, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by herself as its Assistant Secretary.

Witness my hand and notarial seal this 23rd day of February, 1987.

Patricia J. Jackson
Notary Public

My Commission expires: 8/17/90

NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Patricia J. Jackson
Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 820 Page 571 This 23rd day of Dec.
19 87 A.D. at 12:32 o'clock P. M. *****
Michael M. Branstetter By _____
Register of Deeds, Onslow County Register of Deeds

BOOK 941 PAGE 276

NORTH CAROLINA

DECLARATION OF RESTRICTIONS

ONSLow COUNTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, WESTMINSTER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in the City of Greensboro, State of North Carolina, hereinafter called "Owner", is the owner of all that tract of land located in Onslow County, North Carolina, and designated and known as "Brynn Marr Section VI-E" shown on that certain plat recorded in Plat Book 26, Page 144, Slide E-172, in the office of the Register of Deeds of Onslow County.

AND WHEREAS, Owner desires to provide for stability and appeal in the development of said land:

NOW, THEREFORE, Owner hereby covenants and agrees to and with all persons, firms, corporations now owning or hereafter acquiring any of the numbered lots included on said plat, that all of said numbered lots shall be and the same now are, to the extent hereinafter defined and described, subject to the following restrictions as to the use thereof, running with said land by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupany only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

BOOK 941 PAGE 277

2. DWELLING, QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 900 square feet for a one story dwelling nor less than 600 square feet for a dwelling of more than one story.

3. BUILDING LOCATION: No building shall be located on any lot nearer than the setback line as shown on the recorded plat. No building shall be located with respect to side lot lines so as to be nearer than 10 feet to either such line. No garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches 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 10 percent in the location of a building on the lot with respect to the minimum setback lines shall not be considered as a violation of this covenant.

4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred to, if any such lots shown do not meet these minimum requirements.

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.

6. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (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 change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through 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.

BOOK 941 PAGE 278

7. 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 bred or maintained for any commercial purposes.

8. BUILDING PLANS AND SPECIFICATIONS: No dwelling or other building shall be erected upon any lot unless the plans and specifications thereof meet or exceed the requirements of "minimum property standard for one and two living units." (FHA No. 300, Federal Housing Administration.)

9. ERECTION OF FENCES: No fence shall be erected along the front line of any lot nor along the side line of any lot that adjoins a street. No fence of any type shall be erected or permitted to remain upon any lot closer to the front line of said lot than the rear of the primary residential dwelling. No fence shall be erected nearer to any street than the respective building corners. No fence of chain link type construction in excess of four feet in height is allowed, except those fences of chain link construction up to six feet in height for the purpose of confining pets provided same does not extend more than twenty (20) feet in any direction and are constructed within the rear yard and in no case closer to any street than the rear corner of the building.

10. 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 three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

11. 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.

12. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 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

BOOK 941 PAGE 279

and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a 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 sight lines.

13. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, mobile home, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any such vehicle be allowed to remain on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

14. 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 said covenants shall be automatically extended for 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.

15. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

16. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

17. The developer reserves the right to subject the real property in this subdivision to a contract with Jones-Onslow Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an additional payment and/or a continuing payment to Jones-Onslow Electric Membership Corporation by the owner of each building.

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IN TESTIMONY WHEREOF, WESTMINSTER COMPANY, has caused this Declaration to be signed in its corporate name by its Vice President and attested by its Assistant Secretary and its corporate seal to be hereunto affixed this 1st day of November, 1989.

WESTMINSTER COMPANY

William J. Wilson
Vice President



Donna G. Williams
Assistant Secretary

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Patricia J. Jackson, a Notary Public, do hereby certify that Donna G. Williams personally appeared before me this day and acknowledged that she is Assistant Secretary of Westminster Company, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by herself as its Assistant Secretary.

Witness my hand and notarial seal this 1st day of November, 1989.

Patricia J. Jackson
Notary Public



My Commission expires: 8/17/90

NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Patricia J. Jackson

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 941 Page 276 This 8 day of November

19 89 A.D. at 3:15 o'clock P. M.
Michael M. Thomas By _____
Register of Deeds, Onslow County

BOOK 928 PAGE 490

'89 JUL 20 AM 10 18

NORTH CAROLINA

DECLARATION OF RESTRICTIONS

ONSLow COUNTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, WESTMINSTER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in the City of Greensboro, State of North Carolina, hereinafter called "Owner", is the owner of all that tract of land located in Onslow County, North Carolina, and designated and known as "Brynn Marr Section VI-F" shown on that certain plat recorded in Plat Book 26, Page 53, Slide E-81, in the office of the Register of Deeds of Onslow County.

AND WHEREAS, Owner desires to provide for stability and appeal in the development of said land:

NOW, THEREFORE, Owner hereby covenants and agrees to and with all persons, firms, corporations now owning or hereafter acquiring any of the numbered lots included on said plat, that all of said numbered lots shall be and the same now are, to the extent hereinafter defined and described, subject to the following restrictions as to the use thereof, running with said land by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupany only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

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2. DWELLING, QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 900 square feet for a one story dwelling nor less than 600 square feet for a dwelling of more than one story.

3. BUILDING LOCATION: No building shall be located on any lot nearer than the setback line as shown on the recorded plat. No building shall be located with respect to side lot lines so as to be nearer than 10 feet to either such line. No garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches 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 10 percent in the location of a building on the lot with respect to the minimum setback lines shall not be considered as a violation of this covenant.

4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred to, if any such lots shown do not meet these minimum requirements.

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.

6. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (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 change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through 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.

BOOK 928 PAGE 492

7. 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 breed or maintained for any commercial purposes.

8. BUILDING PLANS AND SPECIFICATIONS: No dwelling or other building shall be erected upon any lot unless the plans and specifications thereof meet or exceed the requirements of "minimum property standard for one and two living units." (FHA No. 300, Federal Housing Administration.)

9. ERECTION OF FENCES: No fence shall be erected along the front line of any lot nor along the side line of any lot that adjoins a street. No fence of any type shall be erected or permitted to remain upon any lot closer to the front line of said lot than the rear of the primary residential dwelling. No fence shall be erected nearer to any street than the respective building corners. No fence of chain link type construction in excess of four feet in height is allowed, except those fences of chain link construction up to six feet in height for the purpose of confining pets provided same does not extend more than twenty (20) feet in any direction and are constructed within the rear yard and in no case closer to any street than the rear corner of the building.

10. 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 three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

11. 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.

12. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 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

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and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a 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 sight lines.

13. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, mobile home, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any such vehicle be allowed to remain on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

14. 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 said covenants shall be automatically extended for 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.

15. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

16. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

17. The developer reserves the right to subject the real property in this subdivision to a contract with Jones-Onslow Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an additional payment and/or a continuing payment to Jones-Onslow Electric Membership Corporation by the owner of each building.

BOOK 928 PAGE 494

IN TESTIMONY WHEREOF, WESTMINSTER COMPANY, has caused this Declaration to be signed in its corporate name by its Vice President and attested by its Assistant Secretary and its corporate seal to be hereunto affixed this 20th day of July, 1989.

WESTMINSTER COMPANY

William J. Wilson
Vice President

William J. Williams
Assistant Secretary

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Patricia J. Jackson, a Notary Public, do hereby certify that Donna G. Williams personally appeared before me this day and acknowledged that she is Assistant Secretary of Westminster Company, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by herself as its Assistant Secretary.

Witness my hand and notarial seal this 20th day of July, 1989.



Patricia J. Jackson
Notary Public

My Commission expires: 8/17/90

NORTH CAROLINA, ONSLOW COUNTY Patricia J. Jackson
The foregoing certificate(s) of _____
Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 928 Page 490 This 20th day of July
1989 A.D. of 10:18 o'clock A. M. -----
Michael M. Skomal Registrar of Deeds, Onslow County