

BOOK 548 PAGE 178

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 VII Part A" shown on that certain plat recorded in Plat Book 19 , Page 63 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

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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.

3. BUILDING LOCATION: No building shall be located on any corner lot nearer than 35 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.

No building shall be located with respect to side lot lines so as to be nearer than 10 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 10,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred to, if any such

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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 purpose.

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

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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 INTERSECTION: 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 distance 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

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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 automatically extend 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.

18. No fences, structures, or other obstructions shall be allowed within the streets rights of way. The owners of a lot within this subdivision shall not place or erect or allow to be placed or erected any fence, structure, or other obstruction within the street rights of way. If such fence, structure or other obstruction is placed or erected in such right of way, the owner of such lot shall remove the same immediately upon notice to do so by Westminster Company, its successors, assigns,

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or agents. If the owners of such lot cannot be located, or after being notified, refuse to remove such fence, structure or other obstruction, Westminster Company, its successors, assigns or agents may remove the same, and the owners of such lot shall be liable for the costs of such removal. Notice shall be deemed sufficient if sent by regular, certified, or registered mail to the owners of such lot at the address of their lot in this subdivision or at any last known address.

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 15th day of March 19 79.


WESTMINSTER COMPANY

By:

William J. Wilson
Vice President

ATTEST:

James E. Maida
Assistant Secretary



BOOK 548 PAGE 184

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STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

I, Alicia M. Gomez, 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 Vice President, sealed with its corporate seal and attested by himself as its Assistant Secretary.

Witness my hand and notarial seal this 15th day of

March, 1979.

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 548 Page 178 This 19 day of March

1979 A. M. at 10:18 o'clock A. M.

Mildred M. Thomas
Register of Deeds, Onslow County

Register of Deeds

Westminster

BOOK 662 PAGE 176

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 VII, Part B" shown on that certain plat recorded in Plat Book 22, Page 15, 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 not be 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 35 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.

No building shall be located with respect to side lot lines so as to be nearer than 10 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 percent 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 10,000 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 purpose.

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 INTERSECTION: 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 sight line 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 distance 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 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 automatically extend 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.

18. No fences, structures, or other obstructions shall be allowed within the streets rights of way. The owners of a lot within this subdivision shall not place or erect or allow to be placed or erected any fence, structure, or other obstruction within the street rights of way. If such fence, structure or other obstruction is placed or erected in such right of way, the owner of such lot shall remove the same immediately upon notice to do so by Westminster Company, its successors, assigns, or agents. If the owners of such lot cannot be located, or after being notified, refuse to remove such fence, structure or other obstruction, Westminster Company, its successors, assigns or agents may remove the same, and the owners of such lot shall be liable for the cost

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of such removal. Notice shall be deemed sufficient if sent by regular, certified, or registered mail to the owners of such lot at the address of their lot in this subdivision, or at any last known address.

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

5th day of August, 1983.

WESTMINSTER COMPANY

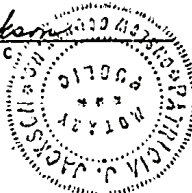
By: William J. Wilson
Vice President

ATTEST:

James E. Maides
Assistant Secretary
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 Vice President, sealed with the corporate seal and attested by himself as its Assistant Secretary.

Witness my hand and notarial seal this 5th day of August, 1983.

Patricia J. Jackson
Notary Public


My Commission Expires: 8/17/85

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 662 Page 176 This 11 day of August 1983 A. D. at 9:48 A'clock A. M.
Malcolm M. Thomas
Register of Deeds, Onslow County

Register of Deeds

Ad 6.50
div 1.50

BOOK 670 PAGE 229

NORTH CAROLINA

ONSLow COUNTY

DECLARATION OF ADDITIONAL RESTRICTIONS

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 7, Part B", shown at certain plat recorded in Plat Book 22, Page 15, in the office of the Register of Deeds of Onslow County; and

WHEREAS, Owner placed restrictions on said property, said restrictions dated August 5, 1983, and recorded in Book 662, Page 176, Onslow County Registry; and

WHEREAS, Westminster Company wishes to amend Article 6 of said restrictions;

NOW, THEREFORE, Owner hereby covenants and agrees to and with all persons, firms and corporations, now owning or hereafter acquiring any 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 restrictions appearing in Book 662, Page 176, Onslow County Registry, and in addition thereto, subject to the following restrictions and covenants:

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

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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.

A number of the lots in this subdivision are significantly bisected by a major sewer line easement. This easement is established to allow access for maintenance of the sewer line and is subject to entry by utilities personnel and equipment. No structures or significant improvements should be placed within this easement. The utility (City) has no responsibility or liability for removal, repair, replacement, or compensation relating to fences, structures, trees, landscaping, or other improvements within the easement.

IN TESTIMONY WHEREOF, Westminster Company has caused this declaration to be signed in its corporate name by its Vice-President, attested to by its Assistant Secretary and its corporate seal to be hereunto affixed, this the 18th day of October, 1983.

WESTMINSTER COMPANY

BY: William J. Wilson
Vice President

ATTEST:

James E. Maides
Assistant Secretary

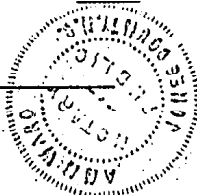
NORTH CAROLINA
ONslow COUNTY

I, a Notary Public of the County and State aforesaid, certify that James E. Maides, personally came before me this day and acknowledged that he is Assistant Secretary of WESTMINSTER COMPANY, a North Carolina 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 him as its Assistant Secretary.

Witness my hand and official stamp or seal, this 18th day of October, 1983.

Ron Ward
Notary Public

My commission expires: 2-12-85



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NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Ann Ward

_____ and _____
Notary (ies) Public is (are) certified to be correct. This instrument was presented for registration and re-
corded in this office in Book 670 Page 229 This 19 day of October
1983 A. D., at 11:06 o'clock A. M.
Mildred M. Roman By _____
Register of Deeds, Onslow County _____
Register of Deeds

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NORTH CAROLINA

ONSLow COUNTY

DECLARATION OF RESTRICTIONS

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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 Greensboro, 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 VII-C, as shown on plat recorded in Map Book 23, pages 189 and 189A, slide C-297, 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, if a

single family residence, not less than 850 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 35 feet to the front line nor nearer than 25 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.

No building shall be located with respect to side lot lines so as to be nearer than 10 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, chimneys, bay windows, 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 a violation of the 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 10,000 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 or 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.

A number of the lots in this subdivision are significantly bisected by a major sewer line easement. This easement is established to allow access for maintenance of the sewer line and is subject to entry by utilities personnel and equipment. No structures or significant improvements should be placed within this easement. The utility (City) has no responsibility or liability for removal, repair, replacement, or compensation relating to fences, structures, trees, landscaping, or other improvements within the easement.

7. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except 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 and 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, and all lot owners shall comply with the regulations of the City of Jacksonville concerning rubbish storage and disposal.

12. SIGHT DISTANCE AT INTERSECTION: 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 distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

13. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, manufactured home, 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 automatically extend 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 Company by the owner of each building.

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18. No fences, structures, or other obstructions shall be allowed within the streets rights of way. The owners of a lot within this subdivision shall not place or erect or allow to be placed or erected any fence, structure or other obstruction within the streets rights of way. If such fence, structure or other obstruction is placed or erected in such right of way, the owner of such lot shall remove the same immediately upon notice to do so by Westminster Company, its successors, assigns, or agents. If the owners of such lot cannot be located, or after being notified, refuse to remove such fence, structure or other obstruction, Westminster Company, its successors, assigns or agents may remove the same, and the owners of such lot shall be liable for the cost of such removal. Notice shall be deemed sufficient if sent by regular, certified, or registered mail to the owners of such lot at the address of their lot in this subdivision, or at any last known address.

BOOK 785 PAGE 82

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 24 day of June, 1986.

WESTMINSTER COMPANY

By: Jann E. Maiden
Vice President



NORTH CAROLINA
ONSLow COUNTRY

I, Patricia J. Jackson, a Notary Public of the state and County aforesaid, certify that Rebecca S. Benson personally appeared before me this day and acknowledged that she is Assistant Secretary of Westminister Company, a corporation organized under the laws of the State of North Carolina, and having an office in the City of Jacksonville, North Carolina, and that by authority duly given him and as the act of the Corporation, the foregoing instrument was signed in its name by its Vice President, sealed with the Corporate Seal, and attested by her as its Assistant Secretary.

Witness my hand and notarial seal, this the 10th day of June 1986.



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 785 Page 77 This 24th day of June
19 86 A.D. 10:18 o'clock A.M.
Michael M. Skyras By _____
Register of Deeds, Onslow County

20.00
Pl.

BOOK 896 PAGE 283

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 Greensboro, 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 VII-D, as shown on plat recorded in Map Book 25, Page, 67, Slide D-255, 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 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 896 PAGE 284

2. DWELLING, QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one story open porches and garages, shall be, if a single family residence, not less than 850 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 35 feet to the front line nor nearer than 35 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.

No building shall be located with respect to side lot lines so as to be nearer than 10 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, chimneys, bay windows, 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 a violation of the 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 10,000 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

BOOK 896 PAGE 285

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 or flow of drainage channels in the easement, 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 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. No fence shall be erected between the front building line and 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

BOOK 896 PAGE 286

incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and all lot owners shall comply with the regulations of the City of Jacksonville concerning rubbish storage and disposal.

12. SIGHT DISTANCE AT INTERSECTION: 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 distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

13. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, manufactured home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

14. SATELLITE ANTENNAS, DISHES AND OTHER ANTENNAS. No conventional or satellite television or radio antennas or dishes may be located on any lot unless the size, appearance and location thereof meet the following conditions:

- (a) A ground mounted conventional or satellite television or radio antenna or dish may be placed on a lot in the rear yard only, provided that such is located no closer than 10 feet from any side lot line and no closer than 15 feet from any rear lot line or boundary of any utility or drainage easement.
- (b) No conventional antenna or satellite television or radio antenna or dish shall be located in any buffer area common area, public right of way or drainage or utility easement.

BOOK 896 PAGE 287

- (c) No satellite dish, antenna or microwave dish may be located on the roof of any dwelling, garage or other building.
- (d) No lot may have more than one satellite television antenna or dish and such antenna or dish may not exceed 10 feet in height as measured from the ground to the highest part of the antenna or dish and shall not exceed 12 feet in diameter at the widest part of the dish.
- (e) The color of any ground mounted satellite television antennas or dishes shall be dull dark brown, dull black or dull forest green and may be repainted only with the original colors.
- (f) Antennas or dishes located on any lot shall be surrounded on all sides with any one or combination of evergreen vegetation, landscaping earth berms or fences of the types and designs permitted in these covenants, so that the view of the lower two thirds (2/3) of the dish area is restricted from ground level view by persons on streets and surrounding lots. Such screening shall be planted or installed not later than 30 days after the placement of the antenna.
- (g) All conventional television, satellite or radio antennas or dishes shall be grounded against direct lightning strikes, shall be erected in a secure, wind resistant manner and shall utilize only wiring or other connecting leads that are buried underground.
- (h) No conventional antenna or satellite television or radio antennas or dishes may be located on any lot without receiving a permit or written authorization from the Planning Department and Building Inspectors office of the City of Jacksonville.

15. RECREATIONAL VEHICLES: No boat, motor boat, camper, trailer, motor home or mobile home, or similar type vehicle, shall be permitted to park or remain on any portion of the properties, for any purpose unless it is parked behind the main dwelling structure or placed

BOOK 896 PAGE 288

inside the carport or garage. This restriction shall not, however, prohibit the use of such temporary structures by builders or developers during and in the course of construction and sales of dwellings upon said lots.

16. STORAGE OF VEHICLES: No vehicles parked as a result of failure to operate properly and/or not legally allowed to operate on public roads are strictly prohibited and shall be removed promptly at the expense of the owner(s) of the lot. No recreational vehicle, boat or trailer may be stored in any front or side yard.

17. 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 automatically extend 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.

18. 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.

19. 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.

20. 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 Company by the owner of each building.


21. No fences, structures, or other obstructions shall be allowed within the streets rights of way. The owners of a lot within this subdivision shall not place or erect or allow to be placed or erected any fence, structure or other obstruction within the streets rights of way. If such fence, structure or other obstruction is placed or


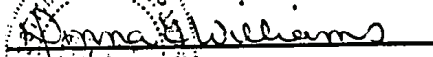
BOOK 896 PAGE 289

erected in such right of way, the owner of such lot shall remove the same immediately upon notice to do so by Westminster Company, its successors, assigns, or agents. If the owners of such lot cannot be located, or after being notified, refuse to remove such fence, structure or other obstruction, Westminster Company, its successors, assigns or agents may remove the same, and the owners of such lot shall be liable for the cost of such removal. Notice shall be deemed sufficient if sent by regular, certified, or registered mail to the owners of such lot at the address of their lot in this subdivision, or at any last known address.

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 5th day of October, 1988.

WESTMINSTER COMPANY


Senior Vice President



Assistant Secretary

BOOK 896 PAGE 290

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Patricia J. Jackson, a Notary Public of the state and county aforesaid, certify that Donna G. Williams personally appeared before me this day and acknowledged that she is Assistant Secretary of Westminster Company, a corporation organized under the laws of the State of North Carolina, and having an office in the City of Jacksonville, North Carolina, and that by authority duly given her and as the acot of the corporation the foregoing instrument was signed in its name by its Senior Vice President, sealed with the Corporate Seal, and attested by her as its Assistant Secretary.

Witness my hand and notarial seal, this 5th day of October,

1988



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 896 Page 283 This 7 day of October 1988 A.D. at 10:12 o'clock A. M.
Michael M. Thomas By _____
Register of Deeds Register of Deeds

*pd
14.00
B. Detwiler
7*

BOOK 896 PAGE 291

'88 OCT 7 AM 10 24

OCTOBER 7, 1988

The undersigned attorney, when preparing the attached instrument, which was recorded on September 12, 1988 in Book 893 Page 109, Onslow County Registry, caused it to be prepared showing _____ percent () (on page 3)

Whereas the instrument should have been prepared showing, Five percent (5.0%)

_____ ; and

Whereas said error is a minor error as defined in GS 47-31.1;

Now, Therefore, in compliance with said statute, the undersigned has corrected the said error, and has caused the said instrument, together with this statement, to be re-recorded.


ROBERT W. DETWILER

3

BOOK 1024 PAGE 276

NORTH CAROLINA

DECLARATION OF RESTRICTIONS

ONslow COUNTY

91 NOV 27 PM 1 14

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 "Developer", is the owner of all that tract of land located in Onslow County, North Carolina, and designated and known as "BRYNN MARR SECTION VII-E," shown on that certain plat recorded in Plat Book 27, Page 232, Slide F-100, in the office of the Register of Deeds of Onslow County.

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

AND WHEREAS, Developer prior to selling and conveying the aforesaid lots, desires to impose upon said lots certain mutual and beneficial restrictions, covenants, conditions and charges (hereinafter collectively referred to as "covenants") for the benefit of all the lots in the subdivision, in order to promote the best interest and protect the investments of Developer and Owners and to comply with certain regulations as may be established from time to time by the Division of Environmental Management.

NOW, THEREFORE, Developer 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

BOOK 1024 PAGE 277

domestic servants of the lot occupancy 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 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 and such easements five (5) feet in width are reserved along each side line of each lot. Within these easements, no structure, planting or other materials shall be

BOOK 1024 PAGE 278

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.

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. SATELLITE DISHES: No Satellite dishes of any kind shall be allowed or permitted upon any lot in the subdivision.

11. 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.

BOOK 1024 PAGE 279

12. 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.

13. 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.

14. 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.

15. STORM WATER RUNOFF PROVISIONS: No lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials in excess of 2590 square feet. This covenant is intended to insure continued compliance with storm water runoff rules adopted by the Division of Environmental Management, the Department of Natural Resources and Community Development of the State of North Carolina and the benefits afforded hereunder may be enforced by the State of North Carolina or any appropriate department or agency thereof.

BOOK 1024 PAGE 280

16. **JURATION, AMENDMENT AND TERMINATION:** These covenants contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of one (1) year. This Declaration may be amended in full or in part during the first twenty (20) year period by an instrument signed by not less than a majority of the Owners, however, that no amendment shall be made to Item 15 without the consent of the Director of the Division of Environmental Management of the Department of Natural Resources and Community Development of the State of North Carolina or any subsequent department or agency of the State of North Carolina having jurisdiction over storm water runoff regulations. To be effective, any amendment must be recorded in the office of the Register of Deed of Onslow County, North Carolina and a marginal entry of the same must be signified on the face of this declaration.

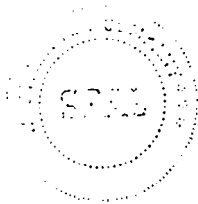
17. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

18. **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.

19. 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 1024 PAGE 281

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 8th day of October, 1991.



WESTMINSTER COMPANY

[Signature]
Vice President

[Signature]
Assistant Secretary

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Ann Ward, 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 8th day of October, 1991.

[Signature]
Notary Public

My Commission expires: 2/23/95



NORTH CAROLINA, Onslow County
The foregoing certificate(s) of Ann Ward
Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 1024 Page 276 This 27 day of November
19 91 at 1:14 o'clock P. M.
[Signature] Register of Deeds, Onslow County

816
over

BOOK 1120 PAGE 656

NORTH CAROLINA

1993 JUL -9 PM 4: 21

DECLARATION OF RESTRICTIONS

ONSLOW COUNTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, BRYNN MARR HOMES, INC., 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 Jacksonville, State of North Carolina, hereinafter called "Developer", is the owner of all that tract of land located in Onslow County, North Carolina, and designated and known as BRYNN MARR SECTION VII-E, PHASE II", shown on that certain plat recorded in Plat Book 28, Page 217, Slide F-325, in the office of the Register of Deeds of Onslow County.

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

AND WHEREAS, Developer prior to selling and conveying the aforesaid lots, desires to impose upon said lots certain mutual and beneficial restrictions, covenants, conditions and charges (hereinafter collectively referred to as "covenants") for the benefit of all the lots in the subdivision, in order to promote the best interest and protect the investments of Developer and Owners and to comply with certain regulations as may be established from time to time by the Division of Environmental Management.

NOW, THEREFORE, Developer 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 structures 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

BOOK 1120 PAGE 657

domestic servants of the lot occupancy 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 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 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 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.

8. 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 and such easements five (5) feet in width are reserved along each side line of each lot. Within these easements, no structure, planting or other materials shall be

BOOK 1120 PAGE 658

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.

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. SATELLITE DISHES: No Satellite dishes of any kind shall be allowed or permitted upon any lot in the subdivision.

11. 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.

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12. 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 of such material shall be kept in a clean and sanitary condition.

13. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 4 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 sight line 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.

14. 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.

15. STORM WATER RUNOFF PROVISIONS: No lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials in excess of 2590 square feet. This covenant is intended to insure continued compliance with storm water runoff rules adopted by the Division of Environmental Management, the Department of Natural Resources and Community Development of the State of North Carolina and the benefits afforded hereunder may be enforced by the State of North Carolina or any appropriate department or agency thereof.

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16. DURATION, AMENDMENT AND TERMINATION: These covenants contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of one (1) year. This Declaration may be amended in full or in part during the first twenty (20) year period by an instrument signed by not less than a majority of the Owners, however, that no amendment shall be made to item 15 without the consent of the Director of the Division of Environmental Management of the Department of Natural Resources and Community Development of the State of North Carolina or any subsequent department or agency of the State of North Carolina having jurisdiction over storm water runoff regulations. To be effective, any amendment must be recorded in the office of the Register of Deeds of Onslow County, North Carolina and a marginal entry of the same must be signified on the face of this declaration.

17. 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.

18. 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.

19. 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, BRYNN MARR HOMES, INC., has caused this Declaration to be signed in its corporate name by its Vice President and attested by its Secretary and its corporate seal to be hereunto affixed this 29th day of June, 1993.

BRYNN MARR HOMES, INC.

Donna Boley
Vice President



James E. Maides
Secretary

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Ann Ward, A Notary Public, do hereby certify that James E. Maides personally appeared before me this day and acknowledged that he is Secretary of Brynn Marr Homes, Inc., 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 Secretary.

Witness my hand and notarial seal this 29th day of June, 1993.

Ann Ward
Notary Public



My Commission expires: 2/23/95

NORTH CAROLINA, Onslow County
The foregoing certificate(s) of Ann Ward

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1120 Page 656 This 9th day of July

1993 A.D. at 4:30 o'clock P. M.

Mildred M. Thomas By _____

Register of Deeds, Onslow County

Register of Deeds