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Fisher

BOOK 1476 PAGE 325

Prepared by: Glenn O'Keith Fisher

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

1998 MAY -6 PM 12:49

RESTRICTIVE COVENANTS
(SINGLE FAMILY)

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 3RD day of July, 1998, by CHERRYBROOK OF NORTH CAROLINA, INC., hereinafter called "Declarants."

WITNESSETH:

THAT WHEREAS, the Declarants are the owners of the real property described in Paragraph one (1) below and are desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarants hereby declare that the real property in and referred to in Paragraph one (1) hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

1. DESCRIPTION OF REAL PROPERTY: The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the articles of this Declaration is located in the County of Onslow, State of North Carolina, and is more particularly described as follows:

Being all of Lots 1 through 6 and 46 through 49 as depicted in a Final Plat entitled "Cherrybrooke of N. C., Inc., Section I, Richlands Township, as prepared by Parker & Associates, Inc., Registered Land Surveyor No. Presented for registration and recorded in the office of the Register of Deeds for Onslow County in Book of Maps 36, Page 121, Slide J-868, on the 21st day of May 1998.

2. USES: No lot, lots, or portions thereof shall be put to any use other than for residential purposes, except that any lot may be used by the Declarants for a street or roadway.

3. LAND USE AND BUILDING TYPE: No building 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 reasonable appurtenant to the dwelling, provided that the same are constructed in line with general architectural design and construction standards used as the dwelling itself. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales purposed.

4. STREET LIGHTING AGREEMENT: The declarant reserves the right to subject the real property in this subdivision to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

GLENN O'KEITH FISHER
ATTORNEY & COUNSELLOR AT LAW
2505 HENDERSON DRIVE
JACKSONVILLE, NC 28546
TELEPHONE: (910) 347-8800
FACSIMILE: (910) 458-4440

BOOK 1476 PAGE 326

5. 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 500 square feet for a dwelling of more than one story.

6. DEED RESTRICTION AND PROTECTIVE COVENANTS: By my signature below, I, Richard A. Padrick, certify that the recorded deed restrictions and protective covenants for this project shall limit the allowable built-upon area per lot to 4200 square feet inclusive of right-of-way, structures, pavement, walkways or patios of brick, stone or slate, not including wood decking, state that the covenants will be binding on all parties and persons claiming under them, that they will run with the land, and that benefits may be enforced by the State of North Carolina, therefore, the covenant cannot be changed or deleted without consent of the State.

7. BUILDING LOCATION: No building shall be located on any corner lot nearer to the front line or any side street line than as shown on the recorded plat. No building shall be located with respect to interior side lot lines so as to be nearer than as shown on the recorded plat. No dwelling shall be located nearer than 15 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, open porches, and carports shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten percent (10%) in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

8. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the front minimum set back 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, if any such lots as shown do not meet these requirements.

9. SUBDIVISION: No lot shall be subdivided if the result of each subdivision is separate ownership of less than a whole lot; provided, however, that the Declarant, its successors or assigns reserves the right to make minor boundary line adjustments between lots so long as said adjustment does not exceed ten percent (10%) of the total area of a given lot.

10. 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.

11. EASEMENTS: Easements for installation or maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through a drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

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

12. WEEDS, ETC: Declarant, its successors or assigns reserves the right to enter upon and cut grass, weeds or undergrowth on any lot or easement, but shall be under no obligation to do so.

13. 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.

14. ERECTION OF FENCES: No fence over six (6) feet in height shall be constructed on any lot. No fence shall be erected between the back of any building and the street right of way or within 20 feet of any road right of way unless such fence shall be of an ornamental nature not to exceed four (4) feet in height. Brick and split-rail fences shall be deemed to meet the requirements of this restriction.

15. 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 (1) square foot parallel to the building line, one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

16. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. No junk or abandoned automobiles or parts thereof shall be placed or be allowed to remain or be stored on any lot. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition. The Declarant reserves to right for itself, its successors and assigns to contract for the garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same, so long as public garbage services are not available.

17. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 twenty-five (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 ten (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 intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

18. TEMPORARY/MODULAR 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 allowed on the property at any time, or any other structure which is finished or partially finished at a manufacturing unit or plant and transported for quick assembly or which is designed to be disassembled and relocated shall be allowed. It is specifically the intention and purpose of this covenant to prohibit the location of mobile homes, trailers, modular houses, or similar type structures on the property.

19. DRAINAGE: All driveways shall have drainage tile in the street ditches installed and sized in accordance with the N. C. Highway Commission recommendations.

20. 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 (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than seventy-five percent (75%) of the Lot Owners has been recorded agreeing to change said covenants in whole or in part.

21. ENFORCEMENT OF RESTRICTIONS: In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the undersigned, its successors and assigns and the owners of the numbered lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or

in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

22. **MODIFICATION OF RESTRICTIVE COVENANTS:** These restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof during the first twenty (20) year period by written document executed by the Declarants or their successors in title and by the owner of not less than seventy-five percent (75%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the office of the Register of Deeds of Onslow County, North Carolina. If the Declarants own seventy-five percent (75%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone. After the expiration of the initial twenty (20) year period, these restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by not less than seventy-five percent (75%) of the Lot Owners, and recorded in the office of the Register of Deeds of Onslow County, North Carolina.

23. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in its corporate name by its President, attested to by its Secretary, its common corporate seal affixed hereto, all as the act and deed of the said corporation and by authority of its Board of Directors duly and legally given this day and year first above written.

CHERRYBROOK OF NORTH CAROLINA, INC.

(CORPORATE SEAL)

BY: [Signature] (SEAL)
Bob Sessoms, President

Attest:

[Signature]
Richard A. Padrick, Secretary

NORTH CAROLINA
ONslow COUNTY

I, a Notary Public of the County and State aforesaid, certify that Richard A. Padrick, personally came before me this day and acknowledged that he is Secretary of Cherrybrook of North Carolina, Inc., 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 President, sealed with its corporate seal and attested by him as its Secretary.

Witness my hand and official stamp or seal, this 30 day of July, 1998.



[Signature]
NOTARY PUBLIC

NORTH CAROLINA, Onslow County Laurie C. McLeod
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 1476 Page 325 This 6th day of August
19 98 at 12:49 o'clock P. M. -----
[Signature] By _____
Register of Deeds, Onslow County Register of Deeds

BOOK 1532 PAGE 116

Prepared by: Glenn O'Keith Fisher

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

1999 MAR 16 PM 3:33

**RESTRICTIVE COVENANTS
(SINGLE FAMILY)**

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 12th day of MARCH, 1999, by CHERRYBROOK OF NORTH CAROLINA, INC., hereinafter called "Declarants."

WITNESSETH:

THAT WHEREAS, the Declarants are the owners of the real property described in Paragraph one (1) below and are desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarants hereby declare that the real property in and referred to in Paragraph one (1) hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

1. **DESCRIPTION OF REAL PROPERTY:** The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the articles of this Declaration is located in the County of Onslow, State of North Carolina, and is more particularly described as follows:

Being all of Lots 7 through 17 and 19 through 24 and 40 through 45 as depicted in a Final Plat entitled " Section II Cherrybrooke, Richlands Township, as prepared by Parker & Associates, Inc., Registered Land Surveyor No. Presented for registration and recorded in the office of the Register of Deeds for Onslow County in Book of Maps 37, Page 142, Slide K-129, on the 2nd day of March 1999.

2. **USES:** No lot, lots, or portions thereof shall be put to any use other than for residential purposes, except that any lot may be used by the Declarants for a street or roadway.

3. **LAND USE AND BUILDING TYPE:** No building 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 reasonable appurtenant to the dwelling, provided that the same are constructed in line with general architectural design and construction standards used as the dwelling itself. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales purposed.

4. **STREET LIGHTING AGREEMENT:** The declarant reserves the right to subject the real property in this subdivision to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

GLENN O'KEITH FISHER
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5. 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 500 square feet for a dwelling of more than one story.

6. DEED RESTRICTION AND PROTECTIVE COVENANTS: By my signature below, I, Richard A. Padrick, certify that the recorded deed restrictions and protective covenants for this project shall limit the allowable built-upon area per lot to 4200 square feet inclusive of right-of-way, structures, pavement, walkways or patios of brick, stone or slate, not including wood decking, state that the covenants will be binding on all parties and persons claiming under them, that they will run with the land, and that benefits may be enforced by the State of North Carolina, therefore, the covenant cannot be changed or deleted without consent of the State.

7. BUILDING LOCATION: No building shall be located on any corner lot nearer to the front line or any side street line than as shown on the recorded plat. No building shall be located with respect to interior side lot lines so as to be nearer than as shown on the recorded plat. No dwelling shall be located nearer than 15 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, open porches, and carports shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten percent (10%) in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

8. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the front minimum set back 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, if any such lots as shown do not meet these requirements.

9. SUBDIVISION: No lot shall be subdivided if the result of each subdivision is separate ownership of less than a whole lot; provided, however, that the Declarant, its successors or assigns reserves the right to make minor boundary line adjustments between lots so long as said adjustment does not exceed ten percent (10%) of the total area of a given lot.

10. 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.

11. EASEMENTS: Easements for installation or maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through a drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

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

12. WEEDS, ETC: Declarant, its successors or assigns reserves the right to enter upon and cut grass, weeds or undergrowth on any lot or easement, but shall be under no obligation to do so.

BOOK 1532 PAGE 118

13. 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.

14. ERECTION OF FENCES: No fence over six (6) feet in height shall be constructed on any lot. No fence shall be erected between the back of any building and the street right of way or within 20 feet of any road right of way unless such fence shall be of an ornamental nature not to exceed four (4) feet in height. Brick and split-rail fences shall be deemed to meet the requirements of this restriction.

15. 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 (1) square foot parallel to the building line, one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

16. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. No junk or abandoned automobiles or parts thereof shall be placed or be allowed to remain or be stored on any lot. 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. The Declarant reserves to right for itself, its successors and assigns to contract for the garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same, so long as public garbage services are not available.

17. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 twenty-five (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 ten (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 intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

18. TEMPORARY/MODULAR 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 allowed on the property at any time, or any other structure which is finished or partially finished at a manufacturing unit or plant and transported for quick assembly or which is designed to be disassembled and relocated shall be allowed. It is specifically the intention and purpose of this covenant to prohibit the location of mobile homes, trailers, modular houses, or similar type structures on the property.

19. DRAINAGE: All driveways shall have drainage tile in the street ditches installed and sized in accordance with the N. C. Highway Commission recommendations.

20. 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 (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than seventy-five percent (75%) of the Lot Owners has been recorded agreeing to change said covenants in whole or in part.

21. ENFORCEMENT OF RESTRICTIONS: In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the undersigned, its successors and assigns and the owners of the numbered lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or

in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

22. **MODIFICATION OF RESTRICTIVE COVENANTS:** These restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof during the first twenty (20) year period by written document executed by the Declarants or their successors in title and by the owner of not less than seventy-five percent (75%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the office of the Register of Deeds of Onslow County, North Carolina. If the Declarants own seventy-five percent (75%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone. After the expiration of the initial twenty (20) year period, these restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by not less than seventy-five percent (75%) of the Lot Owners, and recorded in the office of the Register of Deeds of Onslow County, North Carolina.

23. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in its corporate name by its President, attested to by its Secretary, its common corporate seal affixed hereto, all as the act and deed of the said corporation and by authority of its Board of Directors duly and legally given this day and year first above written.

CHERRYBROOK OF NORTH CAROLINA, INC.

(CORPORATE SEAL)

BY: [Signature] (SEAL)
Bob Sessoms, President

Attest:
[Signature]
Richard A. Padrick, Secretary

NORTH CAROLINA
ONSLow COUNTY

I, a Notary Public of the County and State aforesaid, certify that Richard A. Padrick, personally came before me this day and acknowledged that he is Secretary of Cherrybrook of North Carolina, Inc., 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 President, sealed with its corporate seal and attested by him as its Secretary.

Witness my hand and official stamp or seal, this 12th day of march, 1998.



[Signature]
LAURIE C. MCLEOD
NOTARY PUBLIC

NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of LAURIE C. MCLEOD

Notary Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1532 Page 116. This 16TH day of MARCH 1998 A.D. at 3:33 A o'clock P. M.
[Signature] By [Signature]
Register of Deeds, Onslow County