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Prepared by: LANIER & FOUNTAIN/lmr

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

**DECLARATION OF RESTRICTIVE COVENANTS  
FOR CHERRYWOOD, SECTION II**

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 11th day of December, 2002, by EASTERN DEVELOPERS, INC., a North Carolina corporation, hereinafter called "Declarant".

**WITNESSETH:**

THAT WHEREAS, the Declarant is the owner of the Real Property described in Article I of this Declaration and is 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 Declarant hereby declares that the real property in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

**ARTICLE I**

**SUBJECT 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 that property as shown on that plats entitled "FINAL PLAT SHOWING CHERRYWOOD, SECTION II, Richlands Township, Onslow County, NC," prepared for Eastern Developers, Inc., prepared by John L. Pierce and Associates, P. A. and recorded in Map Book 43, Page 225, Slide K-1652, Onslow County Registry.

**ARTICLE II**

**PURPOSES:** No lot or lots shall be put to any use other than for residential purposes, except that any lot which is owned by Declarant may be used by the Declarant for a street or roadway.

**ARTICLE III**

**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 single family or duplex townhouse dwellings 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 general architectural design and construction standards used as the dwelling itself. This covenant shall not be construed as prohibiting the use of a new single family dwelling as a model home for sales purposes by the Declarant, its agents, or designees.

ARTICLE IV

**DWELLING QUALITY AND SIZE:** The ground floor area of the main structure, exclusive of one-story 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.

ARTICLE V

**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 8 feet to either such line. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat nor nearer than 10 feet to the rear lot line, and no garage or other permitted access or building shall be located nearer than 10 feet to the rear lot line. For the purposes of this covenant, eaves, steps, open porches, and carports 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 set back lines shall not be considered a violation of this covenant.

ARTICLE VI

**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.

ARTICLE VII

**EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten 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 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 Grantees reserve for themselves, their successors and 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.

ARTICLE VIII

**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 commercial purposes. Any and all pets shall not be allowed on the premises unless same are under the direct control of the owner at all times and are not creating a nuisance to the other owners within the property.

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