

BOOK 494 PAGE 362

NORTH CAROLINA:

ONslow COUNTY: DECLARATION OF COVENANTS

THIS DECLARATION, made this 3rd day of February, 1977, by WENDELL I. PADGETT, and wife, VIRGINIA G. PADGETT, WILLIAM R. THOMAS, and wife, LAVERNE M. THOMAS, of Onslow County, North Carolina, and DONALD L. HENSON and wife, SANDRA L. HENSON, ROBERT E. NEUHOFF and wife, JOAN K. NEUHOFF, and GEORGE L. EDWARDS and wife, PATSY C. EDWARDS, of Lenior County, North Carolina, hereinafter called Declarants:

W I T N E S S E T H:

THAT WHEREAS, the Declarants are the owners of the real property described in Article I of this Declaration 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 insure 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 Article I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

ARTICLE I.

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 those lots shown on plat entitled "Section III., Colonial Hills," prepared by James E. Stewart Associates, and recorded in Map Book 17, Page 3, in the Office of the Register of Deeds of Onslow County, North Carolina.

ARTICLE II.

No lot or lots 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.

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 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 out-buildings 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.

ARTICLE IV.

The grantors 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 sub-division described herein, for the installment and main-

tenance 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 service. The declarants reserving the right to dedicate all streets, roads, drainage areas and easements to the County of Onslow or the State of North Carolina for highway and drainage purposes.

ARTICLE V.

DWELLING, QUALITY AND SIZE: The ground floor 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 550 square feet for a dwelling of more than one story.

ARTICLE VI.

BUILDING LOCATION: No building shall be located on any corner lot nearer than 25 feet to the front line nor nearer than 20 feet to any side street line. Where a corner lot is involved, "front lot line" shall be deemed to be that line toward which the main structure fronts; provided that then the main structure fronts toward the corner of two intersecting streets, the requirement of set back from the front lot line shall be 20 feet instead of 25 feet. No building shall be located with respect to side lot lines so as to be nearer than 10 feet to either such line. No dwelling shall be located on any interior lot nearer than 25 feet to the front lot line nor nearer than 20 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 set back lines shall not be considered a violation of this covenant.

ARTICLE VII.

LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum set back line nor shall any dwelling be erected or placed on any lot having an area of less than 20,000 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 requirements.

ARTICLE VIII.

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 IX.

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 15 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 in a manner satisfactory to the VA and Federal Housing Authority. 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.

ARTICLE X.

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.

ARTICLE XI.

BUILDING PLANS AND SPECIFICATIONS: No dwelling or other building shall be erected upon any lot unless the plans and specifications thereof

BOOK 494 PAGE 364

meet or exceed the requirements of the "minimum property standards for one or two living units." (FHA No. 300). Federal Housing Administration. All buildings must be completed within one year from start of construction. Flat roof construction shall not be used.

ARTICLE XII.

ERECTION OF FENCES: No fence over four (4) feet in height shall be constructed between the front building line and the back of line nearer than ten (10) feet to any lot line. No fence shall be erected between the front building line and the street right of way line unless such fence shall be of an ornamental nature. Brick and split-rail fences shall be deemed to meet the requirements of this restriction.

ARTICLE XIII.

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. Conventional for sale or rent signs shall be permitted.

ARTICLE XIV.

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.

ARTICLE XV.

SIGHT DISTANCES AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 1 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 trees 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.

ARTICLE XVI.

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 temporary or permanently. No 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.

ARTICLE XVII.

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

ARTICLE XVIII.

TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

BOOK 494 PAGE 385

ARTICLE XIX.

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.

ARTICLE XX.

These restrictions are subject to being altered, modified, cancelled or changed at any time as to said sub-division as a whole or as to any subdivided lot or part thereof by written document executed by the Declarants or their successors in title and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said sub-division to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the declarants own sixty percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

ARTICLE XXI.

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

IN WITNESS WHEREOF, Wendell I. Padgett, and wife, Frances G. Padgett, William R. Thomas, and wife, Laverne M. Thomas, Donald L. Henson and wife, Sandra L. Henson, Robert E. Neuhoﬀ and wife, Joan K. Neuhoﬀ, George L. Edwards and wife, Patsy C. Edwards, Declarants, have hereunto set their hands and seals, this day and year first above written.

Wendell I. Padgett (SEAL)
Wendell I. Padgett

Virginia G. Padgett (SEAL)
Virginia G. Padgett

William R. Thomas (SEAL)
William R. Thomas

Laverne M. Thomas (SEAL)
Laverne M. Thomas

Donald L. Henson (SEAL)
Donald L. Henson

Sandra L. Henson (SEAL)
Sandra L. Henson

Robert E. Neuhoﬀ (SEAL)
Robert E. Neuhoﬀ

Joan K. Neuhoﬀ (SEAL)
Joan K. Neuhoﬀ

George L. Edwards (SEAL)
George L. Edwards

Patsy C. Edwards (SEAL)
Patsy C. Edwards.

* * * *

NORTH CAROLINA:

ONSLow COUNTY:

I, Carolee S. Schumaker (Deputy), a Notary Public in and for said County and State, certify that Wendell I. Padgett and wife, Frances G. Padgett, William R. Thomas and wife, Laverne Thomas, all personally appeared before me this day and acknowledged the due execution of the foregoing Declaration of Covenants.

BOOK 494 PAGE 366

Witness my hand and notarial seal, this 3rd day of
February, 1977.

Carolyn Lee Schwentorus (Deputy)
Notary Public

My Commission expires: Jan. 25, 1981

* * * *

NORTH CAROLINA:

LENIOR COUNTY:

I, Deanna G. Grady, a Notary Public
in and for said County and State, certify that Donald L. Henson and wife,
Sandra L. Henson, Robert E. Neuhoﬀ and wife, Joan K. Neuhoﬀ, George L.
Edwards and wife, Patsy C. Edwards, all personally appeared before me this
day and acknowledged the due execution of the foregoing Declaration of
Covenants.

Witness my hand and notarial seal, this 3rd day of
February, 1977.

Deanna G. Grady (Deputy)
Notary Public

My Commission expires: 9-30-80

NORTH CAROLINA, ONSLOW COUNTY:

The foregoing certificates of Carolyn Lee Schwentorus (Deputy)
Burkett
and Deanna G. (Grady) are certified to be correct. This
instrument was presented for registration and recorded in this
office in Book 494, Page 362.

This 4 day of February, 1977 at 12:32 o'clock P.M.

Mildred M. Thomas
Mildred M. Thomas,
Register of Deeds.

BOOK 522 PAGE 158

NORTH CAROLINA

ONslow COUNTY

THIS DECLARATION, made this 28th day of February, 1978, by
COASTAL LAND INVESTORS, INC., a North Carolina Corporation, and
P & T DEVELOPMENT COMPANY, INC., a North Carolina Corporation,
hereinafter called Declarants:

W I T N E S S E T H:

TEAT WHEREAS, the Declarants along with those parties listed
as Declarants in that Declaration of Covenants dated February 3,
1977, recorded in Book 494, Page 362, Onslow County Registry on
that land herein described as follows:

Being those lots shown on plat entitled "Section III,
Colonial Hills," prepared by James E. Stewart Associates,
and recorded in Map Book 17, Page 3, in the Office of
the Register of Deeds of Onslow County, North Carolina.

AND WHEREAS, the Declarants herein through error were left
out of that instrument recorded in Book 494, Page 362, and now wish
to correct that error.

NOW, THEREFORE, the Declarants herein hereby adopt, accept,
and acknowledge and subject their interest in the land herein above
described to that Declaration of Covenants recorded February 4, 1977,
in Book 494, Page 362, Onslow County Registry as of that date to the
same extent as though they had signed said original Declaration of
Covenants.

IN TESTIMONY WHEREOF, by the authority of their respective
Board of Directors duly given, the Declarants have executed this
instrument and affixed their seals the day and year first above
written.

CORPORATE SEAL

ATTEST:


Levorno M. Thomas
Levorno M. Thomas, Secretary

COASTAL LAND INVESTORS, INC.

By William R. Thomas
William R. Thomas, President

CORPORATE SEAL

ATTEST:


W. R. Thomas
W. R. Thomas, Secretary

P & T DEVELOPMENT CO., INC.

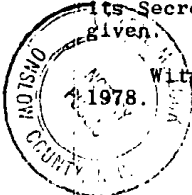
By Wendell I. Padgett
Wendell I. Padgett, President

BOOK 522 PAGE 159

-2-

NORTH CAROLINA
ONSLOW COUNTY

I, Carole M. Lock, a Notary Public, do hereby certify that William R. Thomas, President, personally appeared before me this day and acknowledged that he is the President of Coastal Land Investors, Inc., a North Carolina Corporation, and that by authority duly given and as the act of said corporation the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by its Secretary, all by authority of its Board of Directors duly given.



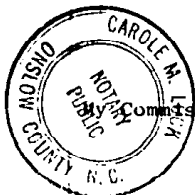
Witness my hand and notarial seal, this _____ day of _____

Carole M. Lock
Notary Public

My Commission Expires: 9-1-79NORTH CAROLINA
ONSLOW COUNTY

I, Carole M. Lock, a Notary Public, do hereby certify that Wendell I. Padgett, President, personally appeared before me this day and acknowledged that he is the President of P & T Development Co., Inc., a North Carolina Corporation, and that by authority duly given and as the act of said corporation the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by its Secretary, all by authority of its Board of Directors duly given.

Witness my hand and notarial seal, this _____ day of _____, 1978.



Carole M. Lock
Notary Public

My Commission Expires: 9-1-79NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) ofCarole M. Lock

XXXX

Notary (ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 522 Page 158 This 9 day of March

1978 A.D. at 1:36 P.M.

Wendell I. Padgett
Registered in ONSLOW COUNTY

By _____

Register of Needs