

For Amendment refers to Book 947 Page 787. 1-89. MMT

PREPARED BY: ROBERT W. DETWILER

BOOK 932 PAGE 301

NORTH CAROLINA  
ONSLow COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, made this 23 day of August, 1989, by RALPH F. GURGANUS and wife, INDIA C. GURGANUS, hereinafter called the "Declarants";

THAT WHEREAS, the Declarants are the owners of the real property described in Article I of this 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 owner thereof; and

ARTICLE I

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

BEING all of Lots 1 through 21, inclusive, all as shown on that certain map entitled, "CORE ESTATES", which map was prepared by Gairy I. Canady, R.L.S., dated June 16, 1989, and recorded in Map Book 26, Page 114, Slide E-142, Onslow County Registry.

ARTICLE II

The real property described in Article I hereof is subject to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations hereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE III

All lots shall be used for residential purposes only, and no building shall be erected, placed or permitted to remain on any lot other than one detached single dwelling and appurtenant out building.

ARTICLE IV

The floor area of a single story dwelling shall not be less than 1100 square feet of ground floor space, and the ground floor area of two or more story dwelling shall not be less than 700 square feet. The minimum ground floor area herein referred to shall not include basements, attics, garages, breezeways or open porches of any type.

ARTICLE V

No asbestos siding, concrete block or cinder block shall be used on the exterior facing of any building, except for decorative or esthetic purposes and in that event represent not more than ten (10%) percent of the surface on any one elevation of the building.

ARTICLE VI

No lot shall be subdivided by sale or otherwise except to increase the size of any adjacent lot in which event the remainder shall be sold or otherwise utilized as a part of the lot adjacent to it.

ARTICLE VII

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line nor nearer than 15 to any side street line. No building shall be located nearer than 10 feet to an interior lot line. For the purpose of this covenant, eaves, steps and open porches 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 to encroach upon another lot. Regardless of any other provisions hereof, there shall be a tolerance or variation of no more than ten (10%) percent as to the front or side lot setback lines.

ARTICLE VIII

No fence or wall may be erected, placed or altered upon any lot nearer to the street than the minimum setback line. Fences constructed of any wire material, including chain link fencing, shall be permitted in the rear yard only of each lot. No fence shall exceed six (6) feet in height.

ARTICLE IX

No residence of a temporary nature shall be erected or allowed to remain on any lot and no trailer, basement, shack, tent or other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently. No construction, storage building or shed and no trailer, truck or other vehicle used for the storage of materials or equipment for construction of improvements on any lot shall be kept on any lot overnight at any time including during construction of said improvements unless parked or located in the rear of the residence located on said lot.

ARTICLE X

No lot shall be used or maintained as a dumping ground for any kind of refuse. Trash, garbage and other wastes shall not be kept in other than sanitary containers and shall be stored in enclosed areas except for the purpose of collection in accordance with pertinent regulations of the County of Onslow, North Carolina.

ARTICLE XI

No signboards of any description shall be displayed on any lot, with the exception of signs "For Rent" or "For Sale", "Name Plates" and Mail Boxes which signs shall not exceed

two (2) feet by three (3) feet in size.

ARTICLE XII

No livestock of any type other than household pets shall be kept or permitted to remain on the subject property. Additionally, no animals of any type may be bred or kept for commercial purposes on subject property. All animals must be restrained and confined within the limits of each individual lot. No animals may be permitted to roam free or at large.

ARTICLE XIII

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

ARTICLE XIV

Servant houses and other outbuildings may be constructed on any lot after a residence has been built upon said lot.

ARTICLE XV

These covenants shall run with the land and be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date that these covenants are recorded, and after that time, these covenants shall be extended automatically for successive periods of ten (10) years each, 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.

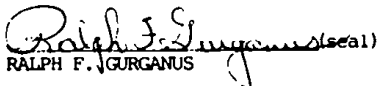
ARTICLE XVI

Enforcement of the covenants contained herein shall be by proceeding in law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages or both.

ARTICLE XVII

Invalidations of any one or more of these covenants of any part thereof by a judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said RALPH F. GURGANUS and wife, INDIA C. GURGANUS, have caused this instrument to be executed in their names and have hereunto set their hands and seals this the day and year first above written.

 (seal)  
RALPH F. GURGANUS

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India C. Gurganus (seal)  
INDIA C. GURGANUS

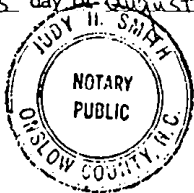
NORTH CAROLINA  
ONSLow COUNTY

I, Judy H. Smith, a Notary Public in and for said County and State, do hereby certify that RALPH F. GURGANUS and wife, INDIA C. GURGANUS, personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 23 day of August, 1989.

Judy H. Smith  
Notary Public

My Commission Expires: 11-16-93



NORTH CAROLINA, ONSLOW COUNTY  
The foregoing certificate(s) of Judy H. Smith

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 932 Page 301 This 23rd day of AUGUST 19 89 A.D. at 11:43 o'clock A.M.

Mildred M. Thomas By Donnelly P. Rawls  
Register of Deeds, Onslow County Register of Deeds

BOOK 947 PAGE 787

For Amendment refer to Kd 1092 Page 495 1-29-92 MMT

Prepared by: Robert W. Detwiler

NORTH CAROLINA

ONSLOW COUNTY

AMENDED  
RESTRICTIVE COVENANTS  
SINGLE FAMILY

THESE AMENDED RESTRICTIVE COVENANTS made this the 5th. day of January, 1990 by and between RALPH F. GURGANUS and wife, INDIA GURGANUS hereinafter called Declarants;

W I T N E S S E T H:

THAT WHEREAS, the Declarants hereto caused to be recorded in Book 932, Page 301 Onslow County Registry, certain Restrictive Covenants governing that property hereinafter described in paragraph one infra and whereas it is the desire of the Declarants to withdraw such Restrictive Covenants and substitute in lieu thereof the Declaration of Restrictive Covenants hereinafter contained;

NOW, THEREFORE, the Declarants hereby subject such 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 1 hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

1. DECLARATION 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 and is located in the County of Onslow, State of North Carolina, and is more particularly described as follows:

BEING all of Lots 1 through 21, inclusive, all as shown on that certain map entitled, "CORE ESTATES", which map was prepared by Cairy I. Canandy, R. L. S., dated June 16, 1989, and recorded in Map Book 26, Page 114, Slide E-142, Onslow County Registry.

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 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 general architectural design and construction standards used as the dwelling itself. No structure shall be utilized for other than residential purposes. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales purposes.

4. 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 1040 square feet for a one-story dwelling nor less than 700 square feet per floor for a dwelling of more than one story.

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5. 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 on any interior lot nearer to the front lot line than as shown on the recorded plat. No dwelling shall be located nearer than 10 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. In any event, no building shall be located on any lot nearer than 30 feet to the front line, nor nearer than 15 feet to any side street line. No building shall be located nearer than 10 feet to an interior 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 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.

6. 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 to, if any such lots as shown do not meet these requirements.

7. STREET LIGHTING AGREEMENT: The developer 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.

8. 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 result in change of the total area of a given lot by more than 10%.

9. 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.

10. 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 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.

11. 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.

12. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or maintained for any commercial purposes. No animals other than housepets shall be allowed to remain on any lot, and no vicious animals shall be permitted.

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

14. 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 sales period.

15. 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. The Declarant reserves the right for itself, its successors and assigns, to contract for 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.

16. 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 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 intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. 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, relocatable houses, or similar type structures on the property.

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

19. MAILBOXES: All mailboxes shall retain the same style, design, color and location of the mailbox as originally provided at construction of any residence. The Declarant reserves the right to approve the style, design, color and location prior to any original installation or replacement.

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Application shall be made to Declarant prior to installation or replacement. By accepting a deed to any subject property, owner gives the Declarant the right to remove any nonapproved mailbox in a reasonable manner; all costs for same shall be paid by owner, and all damages against Declarant are waived.

20. Each lot shall have adequate off-street parking for all vehicles owned or maintained by the occupants of such lot. No abandoned, unlicensed or non-functioning vehicle shall be permitted to remain on any such lot.

21. No structure shall be erected on any lot nearer the street than the residence located on such lot. No satellite receiving dishes shall be permitted on any such lot unless the same shall be concealed from view from the front of such lot.

22. No lot shall be used as a storage area for leaves, grass clippings, brush piles, and no lot shall be used for storage of more than one cord of firewood.

23. No more than 6179.79 square feet of any lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials. This covenant is intended to insure continued compliance with stormwater runoff rules adopted by the State of North Carolina and therefore benefits may be enforced by the State of North Carolina.

24. 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 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.

25. 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, 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.

26. 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 or by the owners of not less than ninety percent (90%) 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. 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 the owners of seventy-five percent (75%) of the lots, and recorded in the office of the Register of Deeds of Onslow County, North Carolina.

27. 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.



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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.

*Ralph F. Gurganus*  
RALPH F. GURGANUS  
*India C. Gurganus*  
INDIA C. GURGANUS

NORTH CAROLINA

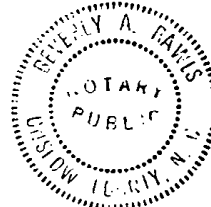
ONSLOW COUNTY

I, Beverly A. Rawls, a Notary Public in and for said County and State, do hereby certify that RALPH F. GURGANUS and wife, INDIA C. GURGANUS, personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 5th day of January, 1990.

*Beverly A. Rawls*  
Notary Public

My commission expires: 8/24/92



NORTH CAROLINA, Onslow County  
The foregoing certificate(s) of Beverly A. Rawls

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 947 Page 787 This 8 day of January 19 90 A.D. at 3:03 o'clock P. M.  
*Michael J. Roman* By \_\_\_\_\_  
Register of Deeds, Onslow County Register of Deeds

BOOK 1092 PAGE 895

'93 JAN 23 PM 2 36

*B. Stout*

ONSLOW COUNTY

AMENDMENT TO COVENANTS

These amended covenants made this \_\_\_ day of March, 1992 by and between RALPH F. GURGANUS and wife, INDIA GURGANUS, CECIL G. DAVIS, WILLIAM M. DRUMMOND, III and wife, REBECCA H. DRUMMOND, CRAIG L. BLANDFORD, PAUL J. KLINE, CRESSIDA E. ALI, and STEPHEN F. LUIKEN and wife, ELANA I. LUIKEN, hereinafter called Declarants:

WITNESSETH:

THAT WHEREAS, Declarants are all the owners of the below described property; and, WHEREAS, said property is subject to Restrictive Covenants recorded in Book 947, Page 787 of the Onslow County Registry; and, WHEREAS, Declarants desire to amend said covenants to allow for fences as described below.

DESCRIPTION:

BEING all of Lots 1 through 21, inclusive, as shown on that certain map entitled "CORE ESTATES", which map was prepared by Gary I. Canady, RLS, dated June 16, 1989, and recorded in Map Book 26, Page 114, Slide E-142, Onslow County Registry.

NOW THEREFORE, it is agrees by Declarants that notwithstanding any other restriction or covenants existing a privacy fence of a height of six (6) feet shall be allowed on the property so long as said fence is no closer to the front of each lot than the rear of each home located thereon.

EXCEPT as amended all existing covenants shall remain in full force and effect.

*Charles D. Stout* (Seal)  
Charles D. Stout

*Tawnya B. Stout* (Seal)  
Tawnya B. Stout

*Ralph F. Gurganus* (Seal)  
RALPH F. GURGANUS

*India Gurganus* (Seal)  
INDIA GURGANUS

*Cecil G. Davis* (Seal)  
CECIL G. DAVIS

*William M. Drummond III* (Seal)  
WILLIAM M. DRUMMOND, III

*Rebecca H. Drummond* (Seal)  
REBECCA H. DRUMMOND

*Craig L. Blandford* (Seal)  
CRAIG L. BLANDFORD

*Paul J. Kline* (Seal)  
PAUL J. KLINE

\_\_\_\_\_ (Seal)

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*Cressida E. Ali*  
CRESSIDA E. ALI

*Stephen F. Luiken* (Seal)  
STEPHEN F. LUIKEN

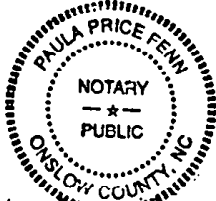
*Elana I. Luiken* (Seal)  
ELANA I. LUIKEN

NORTH CAROLINA  
ONslow COUNTY

I, a Notary Public of the County and State aforesaid, certify that RALPH F. GURGANUS and wife, INDIA GURGANUS personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 14<sup>th</sup> day of December, 1992.

*Paula Price Fern* Notary Public

My commission expires January 11, 1995

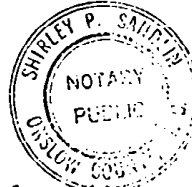


NORTH CAROLINA  
ONslow COUNTY

I, a Notary Public of the County and State aforesaid, certify that CECIL G. DAVIS personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 17 day of December, 1992.

*Shirley P. Smither* Notary Public

My commission expires 3-11-94.



NORTH CAROLINA  
ONslow COUNTY

I, a Notary Public of the County and State aforesaid, certify that WILLIAM M. DRUMMOND, III and wife, REBECCA H. DRUMMOND personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 20 day of March, 1992.

*Billy D. Sandlin* Notary Public

My commission expires 1-31-94.



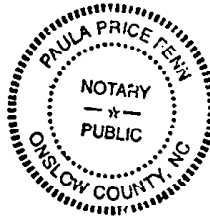
NORTH CAROLINA  
ONslow COUNTY

I, a Notary Public of the County and State aforesaid, certify that PAUL J. KLEINE personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 14<sup>th</sup> day of December, 1992.

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Paula Price Fenn Notary Public

My commission expires January 11, 1995

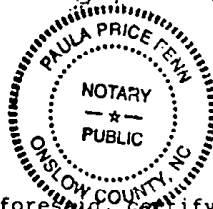


NORTH CAROLINA  
ONSLow COUNTY

I, a Notary Public of the County and State aforesaid, certify that CRESSIDA E. ALI personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 14th day of December, 1992.

Paula Price Fenn Notary Public

My commission expires January 11, 1995

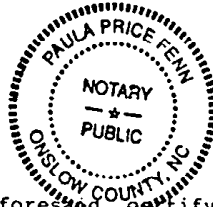


NORTH CAROLINA  
ONSLow COUNTY

I, a Notary Public of the County and State aforesaid, certify that STEPHEN F. LUIKEN and wife, ELANA I. LUIKEN personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 14th day of December, 1992.

Paula Price Fenn Notary Public

My commission expires January 11, 1995

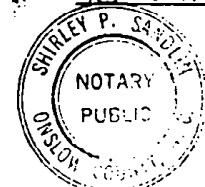


NORTH CAROLINA  
ONSLow COUNTY

I, a Notary Public of the County and State aforesaid, certify that CRAIG L. BLANDFORD personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 16 day of December, 1992.

\_\_\_\_\_ Notary Public

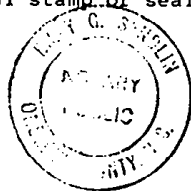
My commission expires 3-11-94.



NORTH CAROLINA  
ONSLow COUNTY

I, a Notary Public of the County and State aforesaid, certify that Charles D. Stout and wife, Tawnya B. Stout personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 8th day of May, 1992.

Billy G. Sandlin Notary Public  
My commission expires 1-31-94.



NORTH CAROLINA, ONSLOW COUNTY  
The foregoing certificate(s) of Paula Price Fenn, Shirley P. Sandlin & Billy G. Sandlin

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1092 Page 895 This 29th day of January

19 93 A.D., at 2:36 o'clock P. M.

Shirley P. Sandlin By \_\_\_\_\_  
Notary Public Register of Deeds, Onslow County Register of Deeds

14

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NORTH CAROLINA

ONSLow COUNTY

APR 3 11:31

AMENDMENT OF RESTRICTIVE COVENANTS

THIS AMENDMENT OF RESTRICTIVE COVENANTS, made this the 24 day of April, 2001 by and between Ralph F. Gurganus, hereinafter referred to as "Declarant" and wife, Linda C. Gurganus.

WITNESSETH:

THAT WHEREAS, Ralph F. Gurganus and wife, India Gurganus were the original developers of lots in a certain subdivision known as Core Estates, a map of said subdivision being recorded in Map Book 26 Page 114, Slide E-142, Onslow County Registry; and

WHEREAS, said subdivision contains twenty-one (21) lots; and

WHEREAS, by document recorded August 23, 1989 in Dccd Book 932, Page 301, Onslow County Registry, Ralph F. Gurganus and wife, India Gurganus placed certain covenants and restrictions against said property by a document entitled "Declaration of Restrictive Covenants"; and

WHEREAS, by a document recorded on January 8, 1990 in Deed Book 947, Page 787, Onslow County Registry, Ralph F. Gurganus and wife, India Gurganus withdrew the aforesaid covenants and replaced them with amended covenants and restrictions against said property by a document entitled "Amended Restrictive Covenants Single Family"; and

WHEREAS, said Amended Restrictive Covenants provide in paragraph twenty-six (26) as follows:

MODIFICATION OF RESTRICTIVE COVENANTS: These restrictions are subject to being altered, modified, cancelled [sic] 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 Declarant or their successors in title or by the owners of not less than ninety percent (90%)

FINNER & MEDLIN, PLLC  
ATTORNEYS & COUNSELORS AT LAW  
2505 HENDERSON DRIVE  
JACKSONVILLE, NC 28540  
TELEPHONE: (910) 347-8800  
FACSIMILE: (910) 433-4440

BOOK 1705 PAGE 630

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; and

WHEREAS, paragraph five (5) of the Amended Restrictive Covenants recorded in Deed Book 947, Page 788 provides as follows:

**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 nearer than as shown on the recorded plat. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat. No dwelling shall be located nearer than 10 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. In any event, no building shall be located on any lot nearer than 30 feet to the front line, nor nearer than 15 feet to any side street line. No building shall be located nearer than 10 feet to an interior 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 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; and

WHEREAS, India Gurganus is now deceased and Ralph F. Gurganus is now married to Linda C. Gurganus who joins in the execution of this document to consent to the provisions hereof; and

WHEREAS, the Declarant wishes to amend said provisions as they apply to the setback on the eastern side of Lot 9 in said subdivision; and

WHEREAS, the Declarant is the owner of property surrounding the southern portion of said subdivision and can amend the covenants against said property without the consent of any other party.

NOW, THEREFORE FOR VALUABLE CONSIDERATION IN HAND PAID, the receipt of which is hereby acknowledged, the Declarant does hereby modify and amend

BOOK 1705 PAGE 631

paragraph five (5) of the Amendments of Restrictive Covenants recorded in Deed Book 947, Page 787 Onslow County Registry by adding the following sentences after the sixth sentence in paragraph five (5):

Notwithstanding the provisions set forth above in this paragraph, the side setback for the eastern side of Lot 9 shall be 8.1 feet. No building or dwelling shall be located nearer than 8.1 feet to the eastern side of Lot 9.

That after said sentence is inserted, paragraph five (5) shall read as follows:

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 nearer than as shown on the recorded plat. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat. No dwelling shall be located nearer than 10 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. In any event, no building shall be located on any lot nearer than 30 feet to the front line, nor nearer than 15 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line.

Notwithstanding the provisions set forth above in this paragraph, the side setback for the eastern side of Lot 9 shall be 8.1 feet. No building or dwelling shall be located nearer than 8.1 feet to the eastern line of Lot 9. 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 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.

That this provision shall have the same force and effect as if it were contained in the original document recorded in Deed Book 947, Page 787, Onslow County Registry. Except as set forth herein, the aforesaid Amended Restrictive Covenants shall remain in full force and effect.

BOOK 1705 PAGE 632

In witness whereof the parties have set their hands and seals hereto this the day and date first above written.

Ralph F. Gurganus (SEAL)  
RALPH F. GURGANUS

Linda C. Gurganus (SEAL)  
LINDA C. GURGANUS

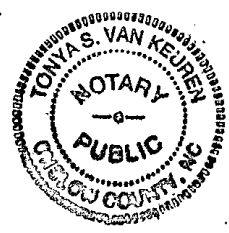
STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

I, a Notary Public in and for the County and State aforesaid, do hereby certify that RALPH F. GURGANUS and wife, LINDA C. GURGANUS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this the 20 day of April, 2001.

Tonya S. Van Keuren  
NOTARY PUBLIC

My Commission Expires: March 14, 2004



NORTH CAROLINA, ONSLOW COUNTY      Tonya S. Van Keuren  
 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 1705 Page 629 This 3rd day of May  
2001 A.D. At 11:30 o'clock A. M.      -----  
Michael M. Thomas By \_\_\_\_\_ Register of Deeds  
Register of Deeds, Onslow County



4

NORTH CAROLINA;  
ONSLow COUNTY;

Prepared by Mark D. Bardill

DECLARATION OF PROTECTIVE  
AND RESTRICTIVE COVENANTS

THIS DECLARATION, made this 27<sup>th</sup> day of FEBRUARY, 2004, by Gairy I. Canady and wife, Lisa S. Canady, of Onslow County, North Carolina, hereinafter referred to as "Declarants";

WITNESSETH:

WHEREAS Declarants are the owners of certain real property lying and being in Richlands Township, Onslow County, North Carolina, bounded and described as follows:

Being all of those numbered lots as shown on that plat entitled "Core Estates, Section 2" dated 11/03/03 by Gairy Canady Surveying, PLS and recorded in Map Book 45, Page 231, Onslow County Registry, reference to which plat is hereby made for a more complete and accurate description.

AND, WHEREAS, Declarants desire to impose and subject said described property to certain standards and conditions to insure Declarants and subsequent owners of said property that the same shall be used for residential purposes and purposes incidental to home ownership consistent with accepted real property appraisal standards, in compliance with State and local laws, ordinances and regulations and to prevent uses which might tend to diminish the value of said property and any part thereof;

NOW, THEREFORE, it is hereby declared that the real property hereinabove described is now and shall hereafter be held, transferred, sold and conveyed subject to the following covenants; that they shall inure to the benefit of each and every lot thereof, and shall apply to and bind the successors in interest and every owner thereof. The Restrictions are as follows:

(1) **LAND USE AND BUILDING TYPE:** No lot shall be used except for residential purposes and all dwellings shall face the street. No more than one dwelling for single family use shall be allowed per lot. Garages and other buildings incidental to residential use shall be allowed provided construction is in compliance with other applicable covenants hereinafter set forth. No building shall exceed two and one-half stories in height.

(2) **DWELLING QUALITY AND SIZE:** Each building shall contain a minimum of 1200 square feet of interior floor space; garages, porches, and carports shall not be considered in computing interior floor space. No dwelling except conventionally built homes shall be allowed on any lot. Specifically excluded by these Protective and Restrictive Covenants are modular homes and manufactured home and mobile homes.

(3) **LOCATION OF IMPROVEMENTS:** No building shall be located upon any lot nearer to the front line or nearer to a side street line than as indicated as minimum building line on plat recorded in Map Book 45, Page 231, Onslow County Registry; and nearer to an interior lot line than 10 feet. For the purpose of this covenant, eaves, and open porches shall be considered part of the building and shall not extend beyond the aforementioned lines.

BOOK 2203 PAGE 516

(4) **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 "sight triangles" as shown by plat recorded in Map Book 45, Page 231, Onslow County Registry. 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.

(5) **MAINTENANCE OF DRAINAGE DITCH:** Each lot owner shall be responsible for the maintenance, including periodic clearing of any obstructions and regular trimming or cutting of vegetation in that portion of the drainage ditch, if any, which passes through their property. In the event that a blockage occurs in the ditch which prevents the proper flow of the waters through the drainage ditch, any owner of a lot in this subdivision or the Declarants may clear the blockage and recover any reasonable expenses incurred from that property owner responsible for that portion of the drainage ditch.

(6) **LIVESTOCK AND POULTRY:** No animal, livestock of any kind, shall be raised, bred, or kept upon any lot, except that dogs, cats and other traditional household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

(7) **AUTOMOBILES, JUNK CARS.** No automobile, other vehicle, motorcycle or other similar item shall be repaired or placed "on blocks" or stands except in an enclosed garage or other enclosures so that it is not visible from the street.

(8) **NUISANCES:** No noxious odors shall be allowed or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or any individual neighbor.

(9) **TEMPORARY STRUCTURES:** No structure of a temporary character (including house trailers) shall be used upon any lot at any time as a residence.

(10) **FENCES:** Only fences of a permanent nature such as chain link, masonry, split rail, or others having aesthetic qualities and values shall be constructed upon the property.

(11) **STORMWATER MANAGEMENT:** The following covenants are intended to insure ongoing compliance with State Stormwater Management Permit Number SW8-030904 as issued by the Division of Water Quality under NCAC2H.1000.

a. The State of North Carolina is made beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.

b. These covenants are to run with the land and be binding in all persons and parties claiming under them.

c. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

d. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.

e. The maximum allowable built-upon area per lot is 7.487 square feet per Lot. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built-upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick stone, slate, and conquina, but does not include raised, open wood decking, or the water surface of swimming pools.

f. Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any person.

g. Each lot will maintain a 30-foot wide minimum vegetated buffer between all impervious areas and surface waters.

h. All roof drains shall terminate at least 30 feet from the mean height water mark of surface waters.

(12) **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.

(13) ENFORCEMENT: Enforcement shall be by any person holding an interest in said realty by appropriate legal proceedings against any persons, firms, or corporations, violating or attempting to violate any covenant or portion of any covenant, either to restrain non-compliance, to effect compliance, or to recover damages.

(14) TERM: These covenants shall run with the land and be binding for a period of thirty-five (35) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless, at any time, and from time to time, the then owners of a majority of the lots modify or amend these covenants by an appropriate agreement of record, changing the same in whole or in part. Provided, also, that in the event the said property is zoned by either the City or County Government, then these covenants shall automatically be amended to conform with such zoning ordinance.

IN WITNESS WHEREOF, Declarants have hereunto set their hands and seals all as of the day and year first above written.

*Gairy I. Canady*  
Gairy I. Canady  
*Lisa S. Canady*  
Lisa S. Canady

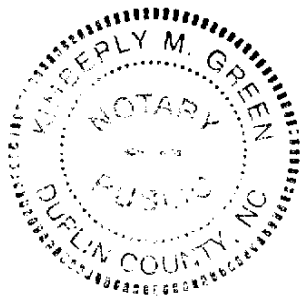
NORTH CAROLINA:  
DUPLIN COUNTY:

Before me, the undersigned Notary Public in and for said County and State do hereby certify that Gairy I. Canady and wife, Lisa S. Canady, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 27<sup>th</sup> day of FEBRUARY, 2004.

*Kimberly M. Green*  
Notary Public


My commission expires: 10/07/2006  
O:\data\RF\canady-g.rcs.wpd  
2/27/04



NORTH CAROLINA, ONSLOW COUNTY  
The foregoing certificate(s) of Kimberly M. Green

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2203 Page 515. This 1 day of March 2004 A.D., at 2:24 o'clock P. M.  
*Mildred M. Thomas* By \_\_\_\_\_  
Register of Deeds, Onslow County Register of Deeds

Boyd

  
Doc ID: 000480170002 Type: CRP  
Recorded: 02/25/2005 at 04:09:49 PM  
Fee Amt: \$17.00 Page 1 of 2  
Onslow County, NC  
Mildred M Thomas Register of Deeds  
BK **2399** PG **678-679**

NORTH CAROLINA  
ONSLow COUNTY

**DECLARATION OF DRAINAGE SYSTEM PROPOSAL  
LOTS 5,7 & 8, CORE ESTATES SUBDIVISION, SECTION II**

The undersigned, S.R. Ervin Homes, Inc., hereby declares that attached hereto as Exhibit "A" is a true and correct copy of a drainage system proposal for improvement permits for Lots 5, 7 and 8, Core Estates Subdivision, Section II which has been approved by the Onslow County Health Department.

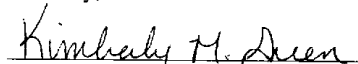
This the 11 day of February, 2005.

S.R. Ervin Homes, Inc.

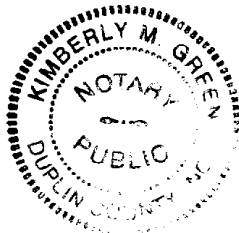
  
By: Steven R. Ervin - President

State of North Carolina  
County of Onslow

I, the undersigned Notary Public of the County and State aforesaid, certify that Steven R. Ervin personally came before me this day and acknowledged that he is the President of S.R. Ervin Homes, Inc., a North Carolina Corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 11 day of February, 2005.

  
Notary Public

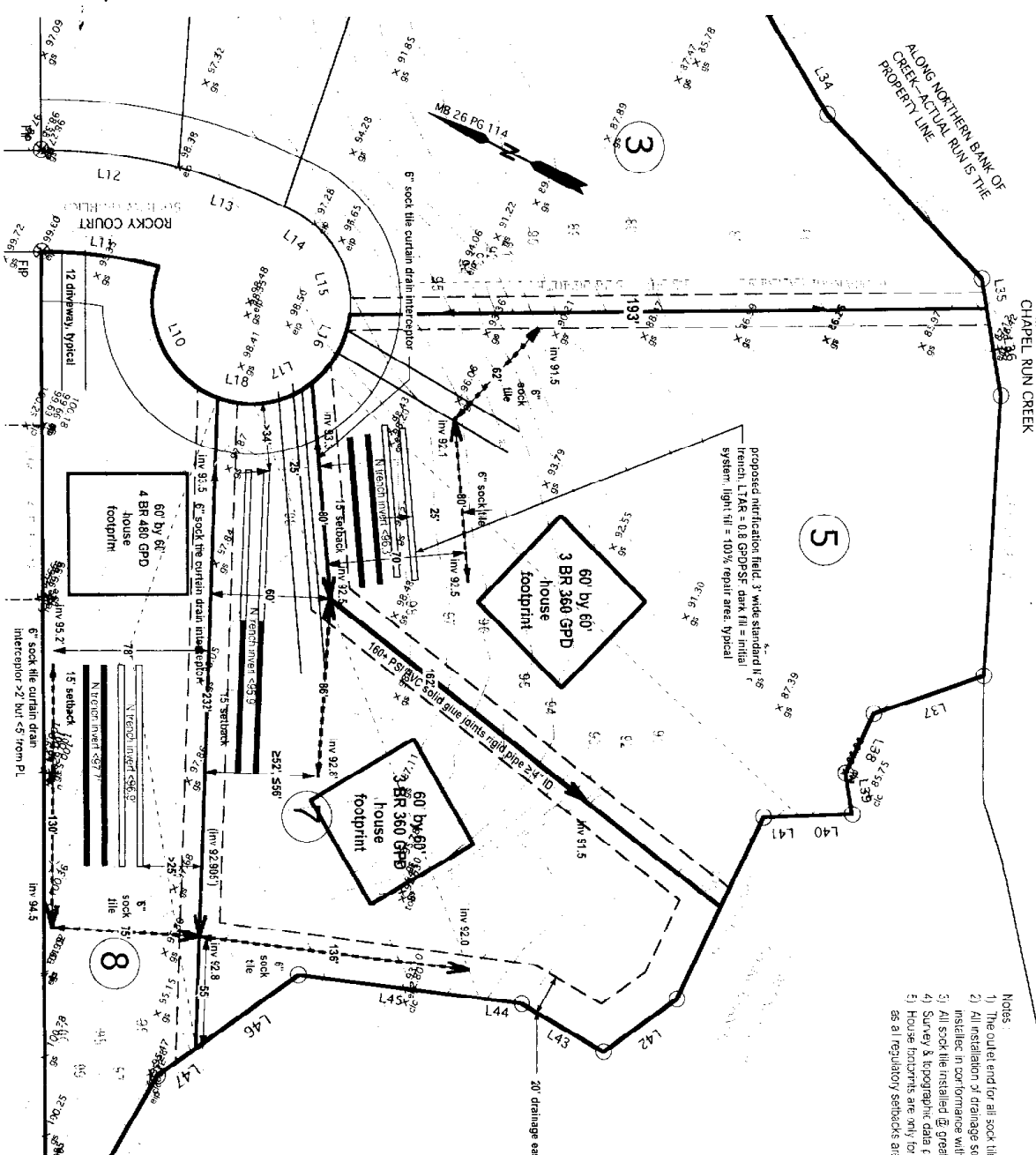
My commission expires: 10-07-2006



**NORTH CAROLINA, ONSLOW COUNTY**

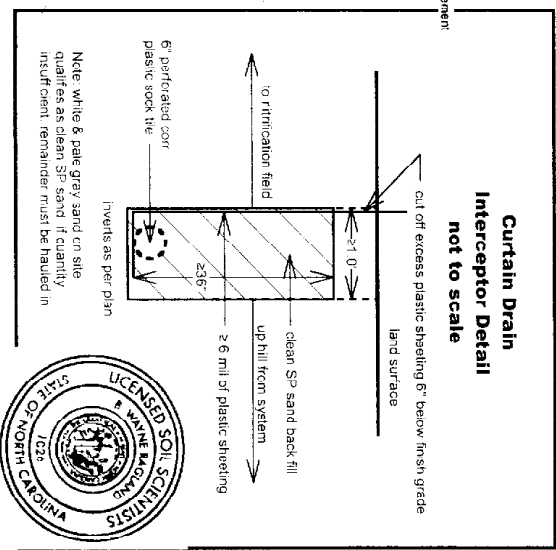
The foregoing certificate(s) of \_\_\_\_\_  
KIMBERLY M GREEN

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page/shown on the first page hereof.



- Notes:
- 1) The outlet end/or all sock tile outlets must have 20' solid pipe with a vector banner.
  - 2) All installation of drainage sock tile that may encroach into wetlands must be solid pipe and installed in conformance with NWP 12 Utility Line Activities conditions of approval.
  - 3) All sock tile installed @ greater than 0.2% unless otherwise noted.
  - 4) Survey & topographic data provided by Gary Carady PLS.
  - 5) House footprints are only for optimum locations, size & geometry can be changed as long as all regulatory setbacks are met.

**Lots 5, 7, 8**  
**Core Estates S/D Section 2**  
**Drainage System Proposal**  
**For Improvements Permits**  
**Onslow County**  
**Scale : 1" = 50'**



*Tisdale*

  
 Doc ID: 00111040003 Type: CRP  
 Recorded: 07/11/2006 at 01:57:08 PM  
 Fee Amt: \$20.00 Page 1 of 3  
 Onslow County, NC  
 Mildred M Thomas Register of Deeds  
 BK **2692** PG **285-287**

NORTH CAROLINA  
ONSLow COUNTY

FIRST AMENDMENT TO PROTECTIVE AND  
RESTRICTIVE COVENANTS FOR CORE  
ESTATES, SECTION 2

THIS First Amendment to Declaration of Protective and Restrictive Covenants, for Core Estates, Section 2, made this the 23<sup>rd</sup> day of June, 2006, by S.R.ERVIN HOMES, INC. AND CROWN BUILDERS, LLC., hereinafter referred to as "Owners".

W I T N E S S E T H :

WHEREAS, Gairy I. Canady and wife, Lisa S. Canady, the Declarants therein, have heretofore caused to be recorded a Declaration of Protective and Restrictive Covenants, for Core Estates, Section 2 in Deed Book 2203, Page 515, Onslow County Registry; and

WHEREAS, the Declaration as above recorded and originally published expressly provided that the owners of a majority of the lots shall have the right at any time and from time to time to amend the Declaration in full or in part by an appropriate agreement of record; and

WHEREAS, the Owners are the owners of the remaining lots being developed in Core Estates, Section 2; and

WHEREAS, the maximum allowable built-upon area per lot was inaccurately described in the Declaration in paragraph 11(e); and

WHEREAS, the Owners desire to correctly describe the maximum allowable built-upon area per lot for the remaining lots being developed.

NOW, THEREFORE, in consideration of the premises and in accordance with the provisions of Paragraph 14 regarding amendment of the aforereferenced Declaration, the undersigned Owners hereby amend the first sentence of paragraph 11(e) to now read as follows:

The maximum allowable built-upon area per lot is 7,487 square feet per Lot.

The remaining lots being developed shall be conveyed by the Owners subject to the provisions of the within First Amendment, in addition to the provisions of the original Declaration.

IN WITNESS WHEREOF the undersigned Owners have caused this instrument to be signed by its President and Manager respectively on the day and year first above written.

S.R. ERVIN HOMES, INC.

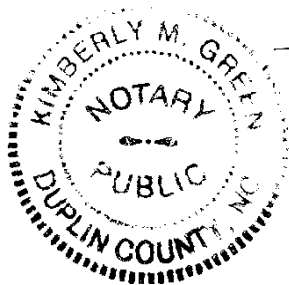
By: Steven R. Ervin  
STEVEN R. ERVIN, President

NORTH CAROLINA  
ONslow COUNTY

I, Kimberly M. Green, a Notary Public in and for the County and State aforesaid, do hereby certify that STEVEN R. ERVIN, President of S.R. ERVIN HOMES, INC., a North Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.


WITNESS my hand and notarial seal, this the 23rd day of June, 2006.

My Commission Expires:  
10-07-2006



Kimberly M. Green  
Notary Public

CROWN BUILDERS, LLC

By:   
BENJAMIN S. WILLIS, Manager

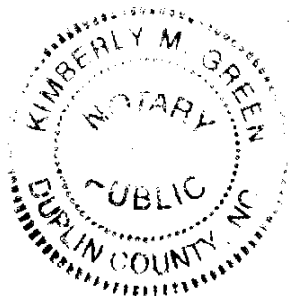
NORTH CAROLINA  
ONSLOW COUNTY

I, Kimberly M. Green, a Notary Public in and for the County and State aforesaid, do hereby certify that BENJAMIN S. WILLIS, Manager of CROWN BUILDERS, LLC., a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

WITNESS my hand and notarial seal, this the 23<sup>rd</sup> day of June, 2006.

My Commission Expires:

10-07-2006



Kimberly M. Green  
Notary Public