

*For Amendment to this instrument refer to Bd 872 Pg. 465  
4686 onmt*

16 PREPARED BY: ROBERT E. LOCK, ATTORNEY

NORTH CAROLINA  
ONSLow COUNTY

BOOK 871 PAGE 400 RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 10th. day of JUNE, 1987, by ONSLOW REALTY CORPORATION, a North Carolina Corporation with principal office in Onslow County, North Carolina, hereinafter called "DECLARANT," and ARTHUR J. BAER, as TRUSTEE, and BARCLAYSAMERICAN/MORTGAGE CORPORATION (formerly THE NORTHWESTERN BANK) with office in Charlotte, North Carolina;

W I T N E S S E T H

WHEREAS, the Declarant is the owner of the real property described in Article I hereof and is desirous of subjecting said real property to the Protective and Restrictive Covenants herein 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 of any owner thereof; and

WHEREAS, ARTHUR J. BAER, Trustee and BARCLAYSAMERICAN/MORTGAGE CORPORATION (formerly THE NORTHWESTERN BANK), owner and holder of the Deed of Trust hereinafter referred to wish to join in the execution of this Declaration for the purpose of subordinating the lien of that certain Deed of Trust recorded on May 9, 1984, from ONSLOW REALTY CORPORATION, to ARTHUR J. BAER, Trustee and recorded in Book 693, Page 434, Onslow County Registry, to these restrictions.

NOW, THEREFORE, ONSLOW REALTY CORPORATION, ARTHUR J. BAER, TRUSTEE and BARCLAYSAMERICAN/MORTGAGE CORPORATION (formerly THE NORTHWESTERN BANK), hereby declare that the real property described and referred to in Article I hereof is and shall be held, pledged, transferred, sold and conveyed subject to the Restrictive and Protective Covenants hereinbelow set forth, and ARTHUR J. BAER, Trustee and BARCLAYSAMERICAN/MORTGAGE CORPORATION (formerly THE NORTHWESTERN BANK) hereby declare that lien of said Deed of Trust hereinbefore referred to shall be and is subordinated to these Protective Covenants.

ARTICLE I - PROPERTY COVERED

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 White Oak Township, County of Onslow, State of North Carolina, and is more particularly described as follows:

BEING all of the numbered Lots 40, 41, 42, 43, 44, 45, 112, 114, 115, 116, 117, 118, 119, 120, 121, 122, 130, and 131, Section II, as shown on the Plat entitled Country Club Estates, Section II, dated October 17, 1986, prepared by Barden Lanier and Associates, and recorded in Map Book 25 Page 100, Slide D-288, Onslow County Registry, on

ARTICLE II - ARCHITECTURAL CONTROL  
AND BUILDING PLANS AND SPECIFICATIONS

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external designs and location in relation to surrounding structures and topography by the Declarant. In the event the Declarant fails to approve or disapprove such design and location within thirty (30) days after said plans and

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specifications have been submitted to it, approval will not be required and this Article shall be deemed to have been fully complied with, except, however, no dwellings or other building shall be erected upon any lot unless the plans and specifications thereof meet or exceed the requirements of "minimum property standards for one and two living units." (FHA No. 300) Federal Housing Administration.

ARTICLE III- BUILDING MATERIAL AND METHOD

All building materials used in the construction of any structure shall be new, approved materials, and no cement blocks, asphalt shingles, tarpaper, or related materials, shall be used as a major exterior building material. Brick veneer dwellings must have solid footing foundations; non brick-veneer dwellings must have solid wall foundations, and all porches must have solid wall foundations. All structures shall be completed on the exterior.

ARTICLE IV - LAND USE AND BUILDING TYPE

No lot or lots shall be put to any use other than for residential purposes. No building shall be used except for single family 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 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 sale purposes.

ARTICLE V - EASEMENTS

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, T.V. cables, drainage or other utilities, including water and sewer service.

In addition to the above paragraph, Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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.

ARTICLE VI - DWELLING QUALITY AND SIZE

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be no less than 1800 square feet for a one-story dwelling, nor less than 1200 square feet for a dwelling of more than one story.

ARTICLE VII - BUILDING LOCATION

No building shall be located on any corner lot nearer than 40 feet to the front lot line nor nearer than 20 feet to any side street line. No building shall be located with respect to side lot lines so as to be nearer than 8 feet to either such line. No dwelling

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shall be located on any interior lot nearer than 40 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 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 VIII - LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum set back line nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 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, but Article VII shall apply to these lots.

ARTICLE IX - 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. No unused or junk cars or parts thereof shall be kept on any lot in said subdivision.

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 - ERECTION OF FENCES

No fence over four (4) feet in height shall be constructed between the front building line and the back 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 XII - 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.

ARTICLE XIII- 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 XIV - SIGHT DISTANCES 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 sight-area formed by the triangle sight distances and street property

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lines shown on said Map. 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. All sight distance shall be maintained in accordance with current North Carolina Department of Transportation standards.

ARTICLE XV - TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, mobile home, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any such vehicle be allowed to remain on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

ARTICLE XVI - DRAINAGE

All driveways shall have drainage tile where required in the street ditches installed and sized in accordance with the North Carolina Department of Transportation recommendations.

ARTICLE XVII - 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.

ARTICLE XVIII - 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 XIX - ALTERATION, MODIFICATION, CANCELLATION OR CHANGES

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 the Declarant or its successors in title and by the owners of not less than sixty percent (60%) 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 Declarant owns sixty percent (60%) or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone.

ARTICLE XX - 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.

ARTICLE XXI - EASEMENT OR ASSESSMENT FOR UNDERGROUND ELECTRIC CABLES AND STREET LIGHTS

The Declarant or its assigns reserves the right to subject the real property in this subdivision to a contract with Jones-Onslow EMC for the installation of underground electric cables and/or

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the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Jones Onslow EMC by the owner of each building.

IN TESTIMONY WHEREOF ONSLOW REALTY CORPORATION, has caused this DECLARATION to be signed in its corporate name by its President and attested by its Secretary and its corporate seal to be hereunto affixed, by authority of its Board of Directors duly given, and ARTHUR J. BAER has hereunto set his hand and seal as Trustee, and BARCLAYSAMERICAN/MORTGAGE CORPORATION has caused this Declaration to be signed in its Corporate name by its President and attested by its Secretary and its Corporate seal to be hereunto affixed, by the authority of its Board of Directors duly given, all the day and year first above written.

CORPORATE SEAL

ATTEST:

Soraya M. Jarman  
Soraya M. Jarman, Secretary

ONSLOW REALTY CORPORATION

By: W. E. Baysden (SEAL)  
W. E. Baysden, President

CORPORATE SEAL

ATTEST:

Arthur J. Baer  
Arthur J. Baer, Assistant Secretary

BARCLAYSAMERICAN/MORTGAGE CORPORATION

By: Kenneth N. Ellen (SEAL)  
Kenneth N. Ellen, Vice President

Arthur J. Baer (SEAL)  
Arthur J. Baer, Trustee

STATE OF NORTH CAROLINA  
ONSLOW COUNTY

I, Carol M. Lock, a Notary Public in and for said County and State do hereby certify that W. E. BAYSDEN, personally came before me this day and acknowledged that he is President of ONSLOW REALTY CORPORATION, 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 Soraya M. Jarman as its Secretary.

WITNESS, my hand and official stamp or seal this 19<sup>th</sup> day of June 1987.

My Commission Expires:

1-89

Carol M. Lock  
Notary Public

STATE OF NORTH CAROLINA  
COUNTY OF Mecklenburg

I, Helen E. Avant, a Notary Public in and for said County and State, do hereby certify that Kenneth N. Ellen personally came before me this day and acknowledged that he is Vice President of BARCLAYSAMERICAN/MORTGAGE CORPORATION, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its Corporate Seal and attested by Arthur J. Baer as its Assistant Secretary.

WITNESS, my hand and official stamp or seal, this 15<sup>th</sup> day of June 1987.

My Commission Expires:

Helen E. Avant  
Notary Public

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RESTRICTIVE COVENANTS

STATE OF NORTH CAROLINA  
COUNTY OF *Mecklenburg*

I, *Helen E. Avant*, a Notary Public in and for said County and State, do hereby certify that ARTHUR J. BAER, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official stamp or seal, this *15<sup>th</sup>* day of *June*, 1937.

My Commission Expires:



*Helen E. Avant*  
Notary Public

NORTH CAROLINA, ONSLOW COUNTY Carole M. Lock & Helen E. Avant  
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 *871* Page *400* This *28th* day of *March* 19 *38* A.D. at *3:30* o'clock *P.* M.  
*Richard M. Roman* By \_\_\_\_\_  
Register of Deeds, Onslow County Register of Deeds

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NORTH CAROLINA  
ONslow COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 3rd day of July, 1989, by BENCHMARK DEVELOPMENT CORPORATION, a North Carolina Corporation with principal office in Onslow County, North Carolina, hereinafter called "DECLARANT,"

W I T N E S S E T H

WHEREAS, the Declarant is the Owner of the real property described in Article I hereof and is desirous of subjecting said real property to the Protective and Restrictive Covenants herein 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 of any owner thereof:

ARTICLE I - PROPERTY COVERED

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 White Oak Township, County of Onslow, State of North Carolina, and is more particularly described as follows:

BEING all of the numbered Lots 1 through 6, Lots 42 through 51, and Lots 54 through 57 Section III, as shown on the Plat entitled Country Club Estates, Section III, dated APRIL, 1989, prepared by Barden Lanier and Associates, and recorded in Map Book 26, Page 85, Slide E-113, Onslow County Registry, on July 3, 1989.

1. Definitions: As used in this Declaration of Restrictive Covenants, the following terms shall mean:
  - (a) "Declarant", as used herein shall include Benchmark Development Corporation, and its successors and assigns.
  - (b) "Record" or "Recording" refers to record or recording with the Register of Deeds for Onslow County, North Carolina.
  - (c) "Property" generally means the lands known as Country Club Estates Section III, Onslow County, North Carolina.
  - (d) "Restrictions" shall mean the restrictions and covenants set forth in this Declaration of Restrictive



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Covenants.

ARTICLE II - RESERVATIONS OR CHANGES

The Declarant reserves the right to change, alter or redesignate roads, utility and drainage facilities, and to change, alter or redesignate such other present and proposed amenities or facilities as may, in the sole judgment of the Declarant, be necessary or desirable.

ARTICLE III - VARIANCES

The Declarant and/or the Architectural Committee appointed by the Declarant shall have power to and may allow adjustments of the conditions and restrictions herein in order to overcome practical difficulties and prevent unnecessary hardships in application of the regulations contained herein, provided, however, that such is done in conformity to the intent and purposes hereof, and provided, also, that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood. Variances and adjustment of height, size, and setback requirements may be granted hereunder.

ARTICLE IV - BUILDING AND SITE IMPROVEMENTS

No building, fence, wall, bulkheading, pools or other structures shall be erected, placed or altered on any residential lot, nor shall the grade or elevation or physical characteristics including, but not limited to, slopes, ridges, and tree growth, of any such lot, or portion thereof, be altered in any way

...ification ...  
exterior colors and finishes, including brick siding, etc., site and grading plans (showing the proposed location of such building or structure, drives, parking areas and proposed alterations to the grade, elevation or physical characteristics of the site), and construction schedule shall have been approved in writing by the Declarant. Refusal of approval of any such plans, location



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or specifications may be based by the Declarant upon ground, including purely aesthetic and environmental considerations, that in the sole and uncontrolled discretion of the Declarant shall seem sufficient. Without the prior written consent of the Declarant, no changes or deviations in or from such plans or specifications as approved shall be made. No alterations in the exterior appearance of any building or structure, or in the grade, elevation, or physical characteristics of any lot shall be made without like approval by the Declarant. One (1) copy of all plans and related data shall be furnished to the Declarant for its records. The Declarant shall not be responsible for any structural or other defects in plans or specifications submitted to it or in any structure erected according to such plans and specifications.

#### ARTICLE V - APPROVAL OF PLANS

No house plans will be approved unless the proposed house will have the minimum required square footage of enclosed dwelling area. The term "enclosed dwelling area" as used in the minimum size requirements shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, terraces, decks, open porches, and like areas. The minimum enclosed dwelling area shall be 1800 square feet for all single story homes and 2000 square feet for all two story homes. All homes shall also be required to have an enclosed two-car garage attached to the main house structure. Garage openings shall be located at the side or rear of the house not directly visible from the street.

#### ARTICLE VI - BUILDING SETBACK GUIDELINES

No building shall be located on any corner lot nearer than 40 feet to the front lot line nor nearer than 20 feet to any side street line. No building shall be located with respect to 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 than 40 feet

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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 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.

Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of houses both directly behind and directly to the side of other homes with detrimental effects on privacy, preservation of land contour, important trees and other vegetation, ecological and related considerations, variances for these specific setback guidelines are established by these restrictions hereinabove. In order to assure, however, that the foregoing considerations are given maximum effect, the Declarant reserves the right to control and approve absolutely the site and location of any house or dwelling or other structure upon any lot.

The exterior of all houses and other structures must be completed within twelve (12) months after the construction of same shall be commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural emergency or natural calamities. Failing completion as above set forth, the Declarant shall have the option to repurchase the affected lot at the original selling price.

Each lot owner shall provide receptacles for garbage, in a screened area not generally visible from the road, or provide underground receptacles or similar facility in accordance with reasonable standards that may be established by the Declarant.

The Declarant encourages the planting of flowering shrubs

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and trees; however, no trees, bushes, shrubs, grasses or other vegetation whatsoever, may be removed, planted or installed from or on any lot without prior written approval of the Declarant, based upon a site plan, landscaping plan or planting plan submitted to the Declarant.

No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any residential lot other than a detached single family dwelling not to exceed two and one half (2 1/2) stories in height, unless the Declarant approves in writing a structure of more than two and one half (2 1/2) stories pursuant to paragraphs in Article III - Variance and Article V - Approval of Plans hereof, and/or small accessory building (which may include a poolhouse, servants' quarters, or guest facilities), provided the use of such dwelling or accessory building does not in the opinion of the Declarant overcrowd the site, and provided, further, that such buildings are not used for the activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building. No building or other structure, or part thereof, at any time situated on such residential lots shall be used as a professional office or charitable or religious institution, or institution for business or manufacturing purpose, or for any use whatsoever other than residential and dwelling purposes as aforesaid; and no duplex residence or apartment house shall be erected or placed on or allowed to occupy such residential lots and no building shall be altered or converted into a duplex residence or apartment house thereon.

If the finished building or other structure does not comply with the submitted plans and specifications, the Declarant retains the right to make the necessary changes at the Owner's expense, and the further right to file under the North Carolina lien laws notice of liens for any costs incurred. Any changes in plans and specifications must first be reapproved by the

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Declarant in accordance with the procedure herein specified.

ARTICLE VII - BUILDING MATERIAL AND METHOD

All building materials used in the construction of any structure shall be new, approved materials, and no cement blocks, asphalt shingles, tar paper, or related materials, shall be used as an exterior building material. Brick veneer and stucco dwellings must have solid footing foundations; non brick veneer dwellings must have solid wall foundations, and all porches must have solid wall foundations. All structures shall be completed on the exterior.

ARTICLE VIII - ERECTION OF FENCES

No fence over four (4) feet in height shall be constructed between the back building line and the back lot line. No fence or wall shall be erected between the front building line and the street right of way unless such fence shall be of an ornamental nature. Brick, stone and/or split rail fences may be allowed.

Before placing or the erecting any fence on any lot the conditions of these Articles of these Restrictions must be met. Landscaping plans must be a part of the plan submissions.

ARTICLE IX - EASEMENTS

The Declarant 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, T.V. cables, drainage or other utilities, including water and sewer services.

In addition to the above paragraph, Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be

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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.

#### ARTICLE X - SIGNS

All signs such as builders signs, realty signs, etc., shall be no more than three (3) square feet. These signs should be placed in the center of each lot six (6) feet from the curb. Under no circumstances may signs be nailed to trees. Such signs may be used only on a temporary basis as required.

#### ARTICLE XI - MAIL BOXES

No mail box or paper box or other receptacle of any kind for the use in the delivery of mail, newspaper, magazines, or similar material shall be erected or located on any building lot unless and until the size, location, design and type of material for said box or receptacle shall have been approved by the Declarant.

#### ARTICLE XII - EXTERIOR RADIO AND TELEVISION AERIALS

Exterior radio and television aerials for reception of commercial broadcasts shall not be permitted and no other aerials (for example, without limitation, amateur short wave or ship to shore) shall be permitted without permission of the Declarant as to design, appearance and location.

#### ARTICLE XIII - DURING CONSTRUCTION

During construction all vehicles involved including those delivering supplies must enter the building lot on the driveway only as approved by the Declarant so as not to damage unnecessarily trees, street paving and curbs. During

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construction the builder must keep the homes, garages, and building sites clean. All building debris, stumps, trees, etc., must be removed from each building lot by the builder as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area of the subdivision. The Owner of the lot shall be responsible for all the damage to the street paving and curb and gutter during the time of construction of the house.

ARTICLE XIV - LIVESTOCK, POULTRY, AND PETS

No animals, birds, or fowl shall be kept or maintained on any part of the property except dogs, cats and pet birds, which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose. All pets must be kept under control at all times, and must not become a nuisance by barking or other acts.

ARTICLE XV - CLOTHESLINES, ETC.

Clotheslines or drying yards shall be located as not to be visible from the street or common easement area serving the premises.

ARTICLE XVI - TRAILERS, HABITABLE MOTOR VEHICLES

No trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of the property, nor boats or canoes on or off trailers may be parked on any part of the property unless inside an enclosed garage or an area approved by the Declarant.

ARTICLE XVII - WATER SUPPLY

No individual water supply system shall be permitted except a non-potable lawn irrigation system not connected to any building. The pump, pressure tank, and pump house, if any, shall be considered structures.

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ARTICLE XVIII - WEEDS AND UNDERBRUSH

No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any part of the property that would be visible from the street and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain thereon, including vacant parcels.

ARTICLE XIX - TEMPORARY STRUCTURES

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

ARTICLE XX - 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 XXI - ALTERATIONS, MODIFICATIONS, CANCELLATION OR CHANGES

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 the Declarant or its successors in title and by the Owners of not less than sixty percent (60%) 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 Declarant owns sixty percent (60%) or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone.

ARTICLE XXII - 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. No unused



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or junk cars or parts thereof shall be kept on any lot in said subdivision.

# ARTICLE XXII - SEVERABILITY

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

# ARTICLE XXIV - EASEMENT OR ASSESSMENT

## FOR UNDERGROUND ELECTRIC CABLES AND STREET LIGHTS

The Declarant or its assigns reserves the right to subject the real property in this subdivision to a contract with Jones Onslow EMC for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Jones Onslow EMC by the Owner of each building.

IN TESTIMONY WHEREOF, BENCHMARK DEVELOPMENT CORPORATION, has caused this DECLARATION to be signed in its corporate name by its President and attested by its Secretary and its corporate seal to be hereunto affixed, by authority of its Board of Directors duly given, all the day and year first above written.



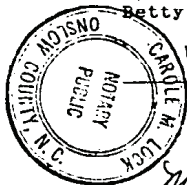
BENCHMARK DEVELOPMENT CORPORATION

*Bruster Barden Lanier*  
President

STATE OF NORTH CAROLINA  
ONSLOW COUNTY

I, *Carole M. Lock*, a Notary Public in and for said County and State do hereby certify that Bruster Barden Lanier, personally came before me this day and acknowledge that he is President of BENCHMARK DEVELOPMENT CORPORATION, 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 Betty Bullock as its Secretary.

WITNESS, my hand and official stamp of seal this *3rd* day of *July*, 19*89*.



NORTH CAROLINA, ONSLOW COUNTY  
The foregoing certificate(s) of *Carole M. Lock*

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book *926* Page *537* This *3rd* day of *July*

19 *89* A.D. at *1:30* o'clock *P.* M.

*Michael D. Thomas*  
Register of Deeds, Onslow County

Register of Deeds

Return to: P. O. Box 1237  
Jacksonville, NC 28541

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NORTH CAROLINA  
ONslow COUNTY

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 27<sup>th</sup> day of January, 1993, by BENCHMARK DEVELOPMENT CORPORATION, a North Carolina Corporation with principal office in Onslow County, North Carolina, hereinafter called "DECLARANT,"

W I T N E S S E T H

WHEREAS, the Declarant is the Owner of the real property described in Article I hereof and is desirous of subjecting said real property to the Protective and Restrictive Covenants herein 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 of any owner thereof:

ARTICLE I - PROPERTY COVERED

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 White Oak Township, County of Onslow, State of North Carolina, and is more particularly described as follows:

BEING all of the Lot 9 thru Lot 19, Lot 37 thru Lot 41, and Lot 52 as shown on the plat entitled, COUNTRY CLUB ESTATES, SECTION IV, dated September 12, 1991, prepared by Barden Lanier and Associates, and recorded in Map Book 29, Page 81, Slide G-29, Onslow County Registry on December 29, 1992.

1. Definitions: As used in this Declaration of Restrictive Covenants, the following terms shall mean:
  - (a) "Declarant", as used herein shall include Benchmark Development Corporation, and its successors and assigns.
  - (b) "Record" or "Recording" refers to record or recording with the Register of Deeds for Onslow County, North Carolina.
  - (c) "Property" generally means the lands known as Country Club Estates Section IV, Phase II, Onslow County, North Carolina.
  - (d) "Restrictions" shall mean the restrictions and covenants set forth in this Declaration of Restrictive Covenants.

ARTICLE II - RESERVATIONS OR CHANGES

The Declarant reserves the right to change, alter or redesignate roads, utility and drainage facilities, and to

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change, alter or redesignate such other present and proposed amenities or facilities as may, in the sole judgment of the Declarant, be necessary or desirable.

ARTICLE III - VARIANCES

The Declarant and/or the Architectural Committee appointed by the Declarant shall have power to and may allow adjustments of the conditions and restrictions herein in order to overcome practical difficulties and prevent unnecessary hardships in application of the regulations contained herein, provided, however, that such is done in conformity to the intent and purposes hereof, and provided, also, that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood. Variances and adjustment of height, size, and setback requirements may be granted hereunder.

ARTICLE IV - BUILDING AND SITE IMPROVEMENTS

No building, fence, wall, bulkheading, pools or other structures shall be erected, placed or altered on any residential lot, nor shall the grade or elevation or physical characteristics including, but not limited to, slopes, ridges, and tree growth, of any such lot, or portion thereof, be altered in any way whatsoever, until the proposed building plans, specifications, exterior colors and finishes, including brick siding, etc., site and grading plans (showing the proposed location of such building or structure, drives, parking areas and proposed alterations to the grade, elevation or physical characteristics of the site), and construction schedule shall have been approved in writing by the Declarant. Refusal of approval of any such plans, location or specifications may be based by the Declarant upon ground, including purely aesthetic and environmental considerations, that in the sole and uncontrolled discretion of the Declarant shall seem sufficient. Without the prior written consent of the Declarant, no changes or deviations in or from such plans or specifications as approved shall be made. No alterations in the exterior appearance of any building or structure, or in the grade, elevation, or physical characteristics of any lot shall be made without like approval by the Declarant. One (1) copy of all plans and related data shall be furnished to the Declarant for its records. The Declarant shall not be responsible for any structural or other defects in plans or specifications submitted to it or in any structure erected according to such plans and specifications.

ARTICLE V - APPROVAL OF PLANS

No house plans will be approved unless the proposed house will have the minimum required square footage of enclosed dwelling area. The term "enclosed dwelling area" as used in the minimum size requirements shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, terraces, decks, open porches, and like areas. The minimum enclosed dwelling area shall be 1800 square feet for all single story homes and 2000 square feet for all two story

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homes. All homes shall also be required to have an enclosed two-car garage attached to the main house structure. Garage openings shall be located at the side or rear of the house not directly visible from the street.

ARTICLE VI - BUILDING SETBACK GUIDELINES

No building shall be located on any corner lot nearer than 40 feet to the front lot line nor nearer than 20 feet to any side street line. No building shall be located with respect to 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 than 40 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 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.

Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of houses both directly behind and directly to the side of other homes with detrimental effects on privacy, preservation of land contour, important trees and other vegetation, ecological and related considerations, variances for these specific setback guidelines are established by these restrictions hereinabove. In order to assure, however, that the foregoing considerations are given maximum effect, the Declarant reserves the right to control and approve absolutely the site and location of any house or dwelling or other structure upon any lot.

The exterior of all houses and other structures must be completed within twelve (12) months after the construction of same shall be commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural emergency or natural calamities. Failing completion as above set forth, the Declarant shall have the option to repurchase the affected lot at the original selling price.

Each lot owner shall provide receptacles for garbage, in a screened area not generally visible from the road, or provide underground receptacles or similar facility in accordance with reasonable standards that may be established by the Declarant.

The Declarant encourages the planting of flowering shrubs and trees; however, no trees, bushes, shrubs, grasses or other vegetation whatsoever, may be removed, planted or installed from or on any lot without prior written approval of the Declarant, based upon a site plan, landscaping plan or planting plan submitted to the Declarant.

No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any residential lot other than a detached single family dwelling not

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to exceed two and one half (2 1/2) stories in height, unless the Declarant approves in writing a structure of more than two and one half (2 1/2) stories pursuant to paragraphs in Article III - Variance and Article V - Approval of Plans hereof, and/or small accessory building (which may include a poolhouse, servants' quarters, or guest facilities), provided the use of such dwelling or accessory building does not in the opinion of the Declarant overcrowd the site, and provided, further, that such buildings are not used for the activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building. No building or other structure, or part thereof, at any time situated on such residential lots shall be used as a professional office or charitable or religious institution, or institution for business or manufacturing purpose, or for any use whatsoever other than residential and dwelling purposes as aforesaid; and no duplex residence or apartment house shall be erected or placed on or allowed to occupy such residential lots and no building shall be altered or converted into a duplex residence or apartment house thereon.

If the finished building or other structure does not comply with the submitted plans and specifications, the Declarant retains the right to make the necessary changes at the Owner's expense, and the further right to file under the North Carolina lien laws notice of liens for any costs incurred. Any changes in plans and specifications must first be reapproved by the Declarant in accordance with the procedure herein specified.

ARTICLE VII - BUILDING MATERIAL AND METHOD

All building materials used in the construction of any structure shall be new, approved materials, and no cement blocks, asphalt shingles, tar paper, or related materials, shall be used as an exterior building material. Brick veneer and stucco dwellings must have solid footing foundations; non brick veneer dwellings must have solid wall foundations, and all porches must have solid wall foundations. All structures shall be completed on the exterior.

ARTICLE VIII - ERECTION OF FENCES

No fence over four (4) feet in height shall be constructed between the back building line and the back lot line. No fence or wall shall be erected between the front building line and the street right of way unless such fence shall be of an ornamental nature. Brick, stone and/or split rail fences may be allowed.

Before placing or the erecting any fence on any lot the conditions of these Articles of these Restrictions must be met. Landscaping plans must be a part of the plan submissions.

ARTICLE IX - EASEMENTS

The Declarant 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,

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pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, T.V. cables, drainage or other utilities, including water and sewer services.

In addition to the above paragraph, Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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. Easement area with vegetative channel that have been vegetated to meet the requirement of the North Carolina Division of Environmental Management shall not be piped. The channel must be maintained to the slope and typical section in accordance to the approved plans and specifications as approved by North Carolina Division of Environmental Management.

ARTICLE X - SIGNS

All signs such as builders signs, realty signs, etc., shall be no more than three (3) square feet. These signs should be placed in the center of each lot six (6) feet from the curb. Under no circumstances may signs be nailed to trees. Such signs may be used only on a temporary basis as required.

ARTICLE XI - MAIL BOXES

No mail box or paper box or other receptacle of any kind for the use in the delivery of mail, newspaper, magazines, or similar material shall be erected or located on any building lot unless and until the size, location, design and type of material for said box or receptacle shall have been approved by the Declarant.

ARTICLE XII - EXTERIOR RADIO AND TELEVISION AERIALS

Exterior radio and television aerials for reception of commercial broadcasts shall not be permitted and no other aerials (for example, without limitation, amateur short wave or ship to shore) shall be permitted without permission of the Declarant as to design, appearance and location.

ARTICLE XIII - DURING CONSTRUCTION

During construction all vehicles involved including those delivering supplies must enter the building lot on the driveway only as approved by the Declarant so as not to damage unnecessarily trees, street paving and curbs. During construction the builder must keep the homes, garages, and building sites clean. All building debris, stumps, trees, etc., must be removed from each building lot by the builder as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area of the subdivision. The Owner of the lot shall be responsible for all the damage to the street paving and curb and gutter during the time of construction of the house.

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ARTICLE XIV - LIVESTOCK, POULTRY, AND PETS

No animals, birds, or fowl shall be kept or maintained on any part of the property except dogs, cats and pet birds, which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose. All pets must be kept under control at all times, and must not become a nuisance by barking or other acts.

ARTICLE XV - CLOTHESLINES, ETC.

Clotheslines or drying yards shall be located as not to be visible from the street or common easement area serving the premises.

ARTICLE XVI - TRAILERS, HABITABLE MOTOR VEHICLES

No trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of the property, nor boats or canoes on or off trailers may be parked on any part of the property unless inside an enclosed garage or an area approved by the Declarant.

ARTICLE XVII - WATER SUPPLY

No individual water supply system shall be permitted except a non-potable lawn irrigation system not connected to any building. The pump, pressure tank, and pump house, if any, shall be considered structures.

ARTICLE XVIII - WEEDS AND UNDERBRUSH

No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any part of the property that would be visible from the street and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain thereon, including vacant parcels.

ARTICLE XIX - TEMPORARY STRUCTURES

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

ARTICLE XX - 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 XXI - ALTERATIONS, MODIFICATIONS, CANCELLATION OR CHANGES

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 the Declarant or its successors in title and by the Owners of not less than sixty percent (60%) 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 Declarant owns



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sixty percent (60%) or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone.

ARTICLE XXII - 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. No unused or junk cars or parts thereof shall be kept on any lot in said subdivision.

ARTICLE XXIII - SEVERABILITY

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

ARTICLE XXIV - EASEMENT OR ASSESSMENT  
FOR UNDERGROUND ELECTRIC CABLES AND STREET LIGHTS

The Declarant or its assigns reserves the right to subject the real property in this subdivision to a contract with Jones Onslow EMC for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Jones Onslow EMC by the Owner of each building.

ARTICLE XXV - STORMWATER CONTROL

No more than 9600 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 and therefore benefits may be enforced by the State of North Carolina.

This article of this restrictive covenant is to run with the land and shall be binding on all parties and all person claiming under the them.

IN TESTIMONY WHEREOF, BENCHMARK DEVELOPMENT CORPORATION, has caused this DECLARATION to be signed in its corporate name by its President and attested by its Secretary and its corporate seal to be hereunto affixed, by authority of its Board of Directors duly given, all the day and year first above written.

CORPORATE SEAL  
ATTEST:

*Georgia LaBodie*  
Secretary

BENCHMARK DEVELOPMENT CORPORATION

*Bruce Jen*  
President

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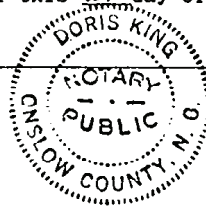
STATE OF NORTH CAROLINA  
ONslow COUNTY

I, Doris King, a Notary Public in and for said County and State do hereby certify that Barden Lanier, personally came before me this day and acknowledge that he is President of BENCHMARK DEVELOPMENT CORPORATION, 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 Georgia La Budie as its Assistant Secretary.

WITNESS, my hand and official stamp of seal this 27<sup>th</sup> day of January, 1993.

My commission expires:  
November 22, 1997

*Doris King*  
Notary Public



NORTH CAROLINA, Onslow County

The foregoing certificate(s) of Doris King

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1092 Page 343 This 27th day of January 1993 A.D. at 12:00 o'clock P.M.  
*W. H. H. H. H.* By \_\_\_\_\_  
Register of Deeds, Onslow County Register of Deeds