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NORTH CAROLINA
ONSLow COUNTY

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, WESTMINSTER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in the City of Greensboro, State of North Carolina, hereinafter called "Owner," is the owner of all that tract of land located in Onslow County, North Carolina, and designated and known as "Country Club Hills Section II-B" shown on that certain plat recorded in Plat Book 21, Page 221, in the office of the Register of Deeds of Onslow County.

AND WHEREAS, Owner desires to provide for stability and appeal in the development of said land:

NOW, THEREFORE, Owner hereby covenants and agrees to and with all persons, firms, and corporations now owning or hereafter acquiring any of the numbered lots included on said plat, that all of said numbered lots shall be and the same now are, to the extent hereinafter defined and described, subject to the following restrictions as to the use thereof, running with said land by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

2. 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 1100 square feet for a one story dwelling nor less than 900 square feet for a dwelling of more than one story.

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3. BUILDING LOCATION: No building shall be located on any lot nearer than the setback line as shown on the recorded plat. No building shall be located with respect to side lot lines so as to be nearer than 10 feet to either such line. No garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than 10 per cent in the location of a building on the lot with respect to the minimum setback lines shall not be considered as a violation of this covenant.

4. 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 setback line nor shall any dwelling be erected or placed on any lot having an area of less than 12,000 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 minimum requirements.

5. 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.

6. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, 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.

7. 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.

8. BUILDING PLANS AND SPECIFICATIONS: No dwelling 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.)

9. ERECTION OF FENCES: No fence shall be erected between the front building line and the street right-of-way line in excess of 3 feet in height. No fence shall be erected between the front building line of the main dwelling and the back lot line in excess of 6 feet in height. Where corner lots occur with adjacent lots sharing the same right-of-way line, no fence in excess of 3 feet in height shall be constructed along the right-of-way of the corner lots or nearer the right-of-way than the front building line of the adjacent lots.

10. 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 sale period.

11. 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.

12. 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 sightline 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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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13. 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.

14. 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.

15. 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.

16. SEVERABILITY: Invalidity 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 and effect.

17. The developer reserves the right to subject the real property in this subdivision to a contract with Jones-Onslow Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an additional payment and/or a continuing monthly payment to Jones-Onslow Electric Membership Corporation by the owner of each building.

IN TESTIMONY WHEREOF, WESTMINSTER COMPANY, has caused this Declaration to be signed in its corporate name by its Vice President and attested by its Assistant Secretary and its corporate seal to be hereunto affixed this

7th day of December, 19 82.

WESTMINSTER COMPANY

Joseph E. Thomas
By *Joseph E. Thomas* Vice President



James E. Maeder
Assistant Secretary

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STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Patricia J. Jackson, a Notary Public, do hereby
certify that James E. Maides personally appeared before
me this day and acknowledged that he is Assistant Secretary of the
Westminster Company, a 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 himself as its Assistant Secretary.

Witness my hand and notarial seal this 7th day of December,
1982.

Patricia J. Jackson
Notary Public

My Commission Expires: August 17, 1985



NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of

Patricia J. Jackson

and

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and re-
corded in this office in Book 651 Page 459 This 5 day of May

1983 at 2:37 o'clock P. M.

Wilfred J. Rhoads
Register of Deeds, Onslow County

Register of Deeds

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NORTH CAROLINA:

1998 MAR -6 PM 11:23

ONCLOW COUNTY:

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, made this 5th day of March, 1998, by THE JOHN P. PETTEWAY COMPANY, a North Carolina Corporation, hereinafter called the "Declarant"; and CHRIS MONCOURTOIS, Trustee, and NATIONSBANK, N.A., a banking corporation having a principal place of business in Jacksonville, Onslow County, North Carolina:

W I T N E S S E T H:

THAT WHEREAS, The Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to bind the successors in interest and any owner thereof; and

WHEREAS, the said CHRIS MONCOURTOIS, Trustee, and NATIONSBANK, N.A. join in the execution of this Declaration for the purpose of subordinating the lien of those certain deeds of trust recorded in Book 1386, Page 193, and Book 1413, Page 205, in the Office of the Register of Deeds of Onslow County.

NOW, THEREFORE, the said THE JOHN P. PETTEWAY COMPANY hereby

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declares that the real property in and referred to in Article I hereof is and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth and CHRIS MONCOURTOIS, Trustee, and NATIONS BANK, N.A. hereby declare that the lien of those deeds of trust hereinbefore referred to shall be and are subordinate to said protective covenants.

ARTICLE I

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

Being all of those numbered lots as shown on that plat entitled "The Village in Country Club Hills, Section III-C" prepared by Parker & Associates, Inc. and recorded in Map Book 35, Page 224, Slide J-731, Onslow County Registry.

ARTICLE II

LAND USE AND BUILDING TYPE : No building shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling; provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. This covenant shall not be construed as prohibiting the use

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of a new single family detached dwelling as a model home for sales purposes, or the erection of a temporary structure on any lot to be used as a sales office or construction office.

ARTICLE III

UTILITY 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, drainage, or other utilities including water and sewer service. The grantor reserves the right to subject the real property in this subdivision to a contract with Jones-Onslow Electric Membership Corporation 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 Electric Membership Corporation by the owner of each building.

ARTICLE IV

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 1300 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story. The Declarant may allow variances in the size of permitted dwellings, such variances not to exceed five percent (5%) of the minimum square footage as set forth in this Article. Any permitted dwelling for which

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a size variance has been approved by the Declarant shall not be deemed to be in violation of this Article.

All dwellings and outbuildings erected upon any lot shall be constructed of material of good grade quality and appearance, and all construction shall be performed in a good and workmanlike manner. The exterior construction of any dwelling shall not be of asbestos shingle siding, imitation brick or stoneroll siding, or of exposed concrete blocks. No "shell home", as the term is generally understood and used at this time in this area, shall be erected or allowed to remain on any of said lots. The outside surface of beams, walls, and roofs of any appurtenant structures located on any lot shall be of material and quality of construction comparable in cost, design, and quality to the outside surfaces of the dwelling located on said lot.

ARTICLE V

BUILDING LOCATION : No building shall be located on any lot nearer than the setback line as shown on the recorded plat. No building shall be located with respect to side lot lines so as to be nearer than 8 feet to either such line. 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 setback lines shall not be considered as a violation of this covenant.

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ARTICLE VI

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

No boats, mobile homes, trailers, camper trailers or camping vehicles shall be parked or permitted to remain on any subdivision street as shown on the recorded plat. Such vehicles may be parked or permitted behind the primary residential dwelling on a lot so as not to be visible from any subdivision street.

ARTICLE VII

EASEMENTS : Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through 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 VIII

LIVESTOCK AND POULTRY : No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

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ARTICLE IX

ERECTION OF FENCES : No fence shall be erected between the front building line and the street right-of-way line. No fence shall exceed six (6) feet in height.

ARTICLE X

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 (3) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

ARTICLE XI

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, in the rear or side yards, screened from public view.

ARTICLE XII

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.

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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.

ARTICLE XIII

SATELLITE DISHES : No satellite dishes of any kind shall be allowed or permitted upon any lot in the subdivision.

ARTICLE XIV

STORM WATER RUNOFF : No more than 3,313 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 storm water runoff rules adopted by the State of North Carolina and therefore benefits may be enforced by the State of North Carolina.

ARTICLE XV

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 XVI

ENFORCEMENT : Enforcement shall be by proceeding at law or

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in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

ARTICLE XVII

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

Provided, however, that no amendment shall be made to Article XIV without the consent of the Director of the Division of Environmental Management of the Department of Natural Resources and Community Development of the State of North Carolina or any subsequent department or agency of the State of North Carolina having jurisdiction over storm water runoff regulations.

ARTICLE XVIII

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

IN WITNESS WHEREOF, THE JOHN P. PETTEWAY COMPANY has caused this instrument to be signed in its corporate name by its corporate

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officers and duly attested, and has caused its corporate seal to be hereto affixed, all by authority duly given, all as of the day and year first above written.

THE JOHN P. PETTEWAY COMPANY

BY:

President

John P. Petaway

Secretary

Chris Moncourtols, Trustee

NATIONSBANK, N.A.

BY:

Vice President

Paula A. Givens

ATTEST:

Secretary

NORTH CAROLINA:

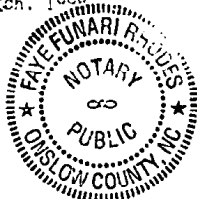
ONSLOW COUNTY:

I, FAYE EDWARI RHODES, a Notary Public of the County and State aforesaid, certify that JOHN P. PETTEWAY personally came before me this day and acknowledged that he is President of THE JOHN P. PETTEWAY COMPANY, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing

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instrument was signed in its name by its President, sealed with its corporate seal and attested by BRENDA M. PETTEWAY its Secretary.

Witness my hand and notarial stamp or seal, this 6th day of March, 1999



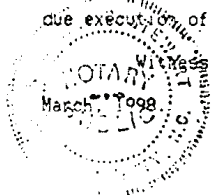
Faye Funari Rhodes
Notary Public

My Commission Expires: May 25, 1999

NORTH CAROLINA:

ONSLOW COUNTY:

I, Kimberly C Stewart, a Notary Public in and for said County and State do hereby certify that CHRIS MONCOURTOIS, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



Witness my hand and notarial stamp or seal, this 5th day of

Kimberly C Stewart
Notary Public

My Commission Expires: 5-15-02

NORTH CAROLINA:

ONSLOW COUNTY:

This 5th day of March, 1998 before me,

Kimberly C Stewart, a Notary Public personally came
Paula A Kirby, who being duly sworn, says that