

18002
BOOK 1236 PAGE 114

1995 APR 28 PM 1:02

NORTH CAROLINA

DECLARATION OF RESTRICTIONS

ONslow COUNTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, BRYNN MARR HOMES, INC., 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 Jacksonville, State of North Carolina, hereinafter called "Developer", is the owner of all that tract of land located in Onslow County, North Carolina, and designated and known as "THE CROSSING AT COUNTRY CLUB, SECTION II", shown on that certain plat recorded in Plat Book 31, Page 186, Slide 4-174, in the office of the Register of Deeds of Onslow County.

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

AND WHEREAS, Developer prior to selling and conveying the aforesaid lots, desires to impose upon said lots certain mutual and beneficial restrictions, covenants, conditions and charges (hereinafter collectively referred to as "covenants") for the benefit of all the lots in the subdivision, in order to promote the best interest and protect the investments of Developer and Owners and to comply with certain regulations as may be established from time to time by the Division of Environmental Management.

NOW, THEREFORE, Developer hereby covenants and agrees to and with all persons, firms, 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 structures 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

BOOK 1236 PAGE 115

private garage which may contain living quarters for occupancy by domestic servants of the lot occupancy 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 not be less than 900 square feet for a one story dwelling nor less than 600 square feet for a dwelling of more than one story.

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 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.

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 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.

BOOK 1236 PAGE 116

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 and such easements five (5) feet in width are reserved along each side line 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 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 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 standard for one and two living units." (FHA No. 300, Federal Housing Administration).

9. ERECTION OF FENCES: No fence shall be erected along the front line of any lot nor along the side line of any lot that adjoins a street. No fence of any type shall be erected or permitted to remain upon any lot closer to the front line of said lot than the rear of the primary residential dwelling. No fence shall be erected nearer to any street than the respective building corners. No fence of chain link type construction in excess of four feet in height is allowed, except those fences of chain link construction up to six feet in height for the purpose of confining pets provided same does not extend more than twenty (20) feet in any direction and are constructed within the rear yard and in no case closer to any street than the rear corner of the building.

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

BOOK 1236 PAGE 117

11. 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.

12. 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 of such material shall be kept in a clean and sanitary condition.

13. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 4 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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. 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.

15. STORM WATER RUNOFF PROVISIONS: No lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick,

BOOK 1236 PAGE 118

stone, slate or similar materials not including wood decking in excess of 2900 square feet inclusive of right of way. This covenant shall be binding on all parties, shall run with the land and is intended to insure continued compliance with storm water runoff rules adopted by the Division of Environmental Management, the Department of Natural Resources and Community Development of the State of North Carolina and the benefits afforded hereunder may be enforced by the State of North Carolina or any appropriate department or agency thereof.

16. DURATION, AMENDMENT AND TERMINATION: These covenants contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of one (1) year. This Declaration may be amended in full or in part during the first twenty (20) year period by an instrument signed by not less than a majority of the Owners, however, that no amendment shall be made to Item 15 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. To be effective, any amendment must be recorded in the office of the Register of Deeds of Onslow County, North Carolina and a marginal entry of the same must be signified on the face of this declaration.

17. 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.

18. 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 and effect.

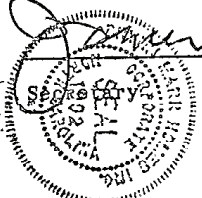
19. The developer reserves the right to subject the real property in this subdivision to a contract with Jones-Onslow Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an additional payment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

BOOK 1236 PAGE 119

IN TESTIMONY WHEREOF, BRYNN MARR HOMES, INC., has caused this Declaration to be signed in its corporate name by its Vice President and attested by its Secretary and its corporate seal to be hereunto affixed this 28th day of April, 1995.

BRYNN MARR HOMES, INC.

Donny K. Wulz
Vice President

James E. Maides


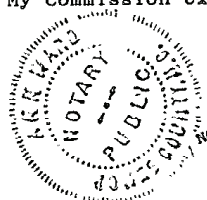
STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Ann Ward, A Notary Public, do hereby certify that James E. Maides personally appeared before me this day and acknowledged that he is Secretary of Brynn Marr Homes, Inc., 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 Secretary.

Witness my hand and notarial seal this 28th day of April, 1995.

Ann Ward
Notary Public

My Commission expires: February 23, 2000



NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Ann Ward
Notary Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office on April 11, 1995.
Book 1236 Page 114 of 114 This 28th day of April, 1995.
Book 95 at 1:02 P.
Michael J. Hargrave
Register of Deeds

BOOK 1328 PAGE 158

NORTH CAROLINA

1976 SEP 26 PM 2:44

ONSLow COUNTY

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, BRYNN MARR HOMES, INC., 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 Jacksonville, State of North Carolina, hereinafter called "Developer", is the owner of all that tract of land located in Onslow County, North Carolina, and designated and known as "THE CROSSING AT COUNTRY CLUB, SECTION III", shown on that certain plat recorded in Plat Book 34, Page 35, Slide J-302, in the office of the Register of Deeds of Onslow County.

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

AND WHEREAS, Developer prior to selling and conveying the aforesaid lots, desires to impose upon said lots certain mutual and beneficial restrictions, covenants, conditions and charges (hereinafter collectively referred to as "covenants") for the benefit of all the lots in the subdivision, in order to promote the best interest and protect the investments of Developer and Owners and to comply with certain regulations as may be established from time to time by the Division of Environmental Management.

NOW, THEREFORE, Developer hereby covenants and agrees to and with all persons, firms, 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 structures 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

BOOK 1328 PAGE 159

private garage which may contain living quarters for occupancy by domestic servants of the lot occupancy 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 not be less than 900 square feet for a one story dwelling nor less than 600 square feet for a dwelling of more than one story.

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 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.

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 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.

BOOK 1328 PAGE 158

NORTH CAROLINA

1976 SEP 26 PM 2:44

ONSLow COUNTY

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, BRYNN MARR HOMES, INC., 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 Jacksonville, State of North Carolina, hereinafter called "Developer", is the owner of all that tract of land located in Onslow County, North Carolina, and designated and known as "THE CROSSING AT COUNTRY CLUB, SECTION III", shown on that certain plat recorded in Plat Book 34, Page 35, Slide J-302, in the office of the Register of Deeds of Onslow County.

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

AND WHEREAS, Developer prior to selling and conveying the aforesaid lots, desires to impose upon said lots certain mutual and beneficial restrictions, covenants, conditions and charges (hereinafter collectively referred to as "covenants") for the benefit of all the lots in the subdivision, in order to promote the best interest and protect the investments of Developer and Owners and to comply with certain regulations as may be established from time to time by the Division of Environmental Management.

NOW, THEREFORE, Developer hereby covenants and agrees to and with all persons, firms, 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 structures 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

BOOK 1328 PAGE 159

private garage which may contain living quarters for occupancy by domestic servants of the lot occupancy 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 not be less than 900 square feet for a one story dwelling nor less than 600 square feet for a dwelling of more than one story.

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 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.

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 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 and such easements five (5) feet in width are reserved along each side line 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 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 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 standard for one and two living units." (FHA No. 300, Federal Housing Administration).

9. ERECTION OF FENCES:

No fence shall be erected along the front line of any lot nor along the side line of any lot that adjoins a street. No fence of any type shall be erected or permitted to remain upon any lot closer to the front line of said lot than the rear of the primary residential dwelling. No fence shall be erected nearer to any street than the respective building corners. No fence of chain link type construction in excess of four feet in height is allowed, except those fences of chain link construction up to six feet in height for the purpose of confining pets provided same does not extend more than twenty (20) feet in any direction and are constructed within the rear yard and in no case closer to any street than the rear corner of the building.

10. SATELLITE DISHES:

No Satellite dishes of any kind shall be allowed or permitted upon any lot in the subdivision.

BOOK 1328 PAGE 161

11. 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.

12. 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 of such material shall be kept in a clean and sanitary condition.

13. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 4 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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. 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.

15. STORM WATER RUNOFF PROVISIONS: No lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick,

BOOK 1328 PAGE 162

stone, slate or similar materials not including wood decking in excess of 2800 square feet inclusive of right of way. This covenant shall be binding on all parties, shall run with the land and is intended to insure continued compliance with storm water runoff rules adopted by the Division of Environmental Management, the Department of Natural Resources and Community Development of the State of North Carolina and the benefits afforded hereunder may be enforced by the State of North Carolina or any appropriate department or agency thereof.

16. DURATION, AMENDMENT AND TERMINATION: These covenants contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of one (1) year. This Declaration may be amended in full or in part during the first twenty (20) year period by an instrument signed by not less than a majority of the Owners, however, that no amendment shall be made to Item 15 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. To be effective, any amendment must be recorded in the office of the Register of Deeds of Onslow County, North Carolina and a marginal entry of the same must be signified on the face of this declaration.

17. 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.

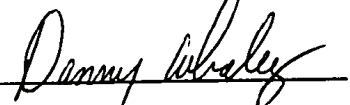
18. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.


19. 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 payment to Jones-Onslow Electric Membership Corporation by the owner of each building.

BOOK 1328 PAGE 163

IN TESTIMONY WHEREOF, BRYNN MARR HOMES, INC., has caused this Declaration to be signed in its corporate name by its Vice President and attested by its Secretary and its corporate seal to be hereunto affixed this 26th day of September, 1998.

BRYNN MARR HOMES, INC.


Vice President


Secretary

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, KAREN PIERCE LANDRUM, A Notary Public, do hereby certify that James E. Maides personally appeared before me this day and acknowledged that he is Secretary of Brynn Marr Homes, Inc., 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 Secretary.

Witness my hand and notarial seal this 26th day of September, 1998.




Notary Public

My Commission expires: MARCH 18, 2001

BOOK 1328 PAGE 164

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

Karen Pierce Landrum

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 1328 Page 158 This 26th day of September
19 96 at 2:44 o'clock P. M.
Michael M. Thomas By _____
Register of Deeds, Onslow County Register of Deeds

26
[Handwritten signature]

Doc ID: 000497510005 Type: CRP
Recorded: 03/11/2005 at 11:46:45 AM
Fee Amt: \$26.00 Page 1 of 5
Onslow County, NC
Mildred M Thomas Register of Deeds
BK 2407 PG 223-227

NORTH CAROLINA

DECLARATION OF RESTRICTIONS

ONSLOW COUNTY

PREPARED BY TISDALE, McCONNELL & BARDILL, LLP, ATTORNEYS AT LAW

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, EAST CAROLINA COMMUNITY DEVELOPMENT, INC., 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 Beaufort, State of North Carolina, hereinafter called "Developer", is the owner of all that tract of land located in Onslow County, North Carolina, and designated and known as THE CROSSING AT COUNTRY CLUB, SECTION IV, shown on that certain plat recorded in Plat Book 47, page 50, Slide L-429, in the Office of the Register of Deeds of Onslow County; and

WHEREAS, Developer desires to provide for stability and appeal in the development of said land; and

WHEREAS, Developer prior to selling and conveying the aforesaid lots, desires to impose upon said lots certain mutual and beneficial restrictions, covenants, conditions and charges (hereinafter collectively referred to as "covenants") for the benefit of all the lots in the subdivision, in order to promote the best interest and protect the investments of Developer and Owners and to comply with certain regulations as may be established from time to time by the Division of Environmental Management.

NOW, THEREFORE, Developer hereby covenants and agrees to and with all persons, firms, 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 structures 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 occupancy 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 attached 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 not be less than 900 square feet for a one story dwelling nor less than 600 square feet for a dwelling of more than one story.

3. BUILDING LOCATION: No building shall be located on any lot nearer than the setback line as shown on the recorded plat. 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.

4. LOT AREA AND WIDTH: Lot area and width shall be determined by the recorded plat.

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. In addition there is also reserved by the Developer and its successors and assigns an easement five feet in width along each of the property lines for each of the lots depicted on the aforereferenced plat for installation and maintenance of the utilities. 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 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 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 for "minimum property standard for one and two living units." (FHA No.300, Federal Housing Administration).

9. ERECTION OF FENCES: No fence shall be erected along the front line of any lot nor along the side line of any corner lot. No fence of any type shall be erected or permitted to remain upon any lot closer to the front line of said lot than the rear of the primary residential dwelling. No fence shall be erected nearer to any street than the respective building corners. No fence of chain link type construction in excess of four feet in height is allowed, except those fences of chain link construction up to six feet in height for the purpose of confining pets provided same does not extend more than twenty (20) feet in any direction and are constructed within the rear yard and in no case closer to any street than the rear corner of the building.

10. SATELLITE DISHES: No satellite dishes larger than 18 inches shall be allowed or permitted upon any lot in the subdivision.

11. 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.

12. 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 of such material shall be kept in a clean and sanitary condition.

13. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 4 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 ten 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.

14. 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 unless it is parked behind the main dwelling structure or placed inside the carport or garage.

15. STORM WATER RUNOFF PROVISIONS: No lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials in excess of 1719

square feet. This covenant is intended to insure continued compliance with storm water runoff rules adopted by the Division of Environmental Management, the Department of Natural Resources and Community Development of the State of North Carolina and the benefits afforded hereunder may be enforced by the State of North Carolina or any appropriate department or agency thereof.

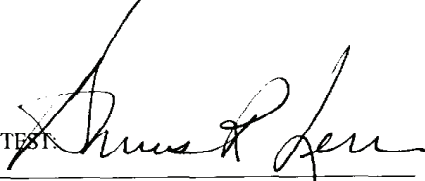
16. DURATION, AMENDMENT AND TERMINATION: These covenants contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of one (1) year. This Declaration may be amended in full or in part during the first twenty (20) year period by an instrument signed by not less than a majority of the Owners, provided, however, that no amendment shall be made to Item 15 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. To be effective, any amendment must be recorded in the Office of the Register of Deeds of Onslow County, North Carolina and a marginal entry of the same must be signified on the face of this declaration.

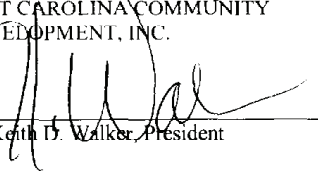
17. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

18. 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.

19. 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 payment to Jones-Onslow Electric Membership Corporation by the owner of each building.

IN TESTIMONY WHEREOF, EAST CAROLINA COMMUNITY DEVELOPMENT, INC. has caused this Declaration to be signed in its corporate name by its President and its Assistant Secretary and its corporate seal to be hereunto affixed this 7th day of March, 2005.

ATTEST 
Dennis R. Lewis, Assistant Secretary

EAST CAROLINA COMMUNITY
DEVELOPMENT, INC.
By: 
Keith D. Walker, President

NORTH CAROLINA
ONslow COUNTY

I, NOREEN WALKER, a Notary Public of the County and State aforesaid, certify that Keith D. Walker, personally came before me this day and acknowledged that he is President of EAST CAROLINA COMMUNITY DEVELOPMENT, INC., 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 Dennis R. Lewis as its Assistant Secretary.

This the 7 day of MARCH, 2005.

Noreen Walker
Notary Public

My commission expires: 12-06-2006

NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of

Noreen B. Walker

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.

Mildred M. Rhoads

Register of Deeds for Onslow County

Deputy/Assistant-Register of Deeds

418
②
BOOK 1328 PAGE 165

1996 SEP 26 PM 2:44

NORTH CAROLINA

DECLARATION OF RESTRICTIONS

ONSLow COUNTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, BRYNN MARR HOMES, INC., 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 Jacksonville, State of North Carolina, hereinafter called "Developer", is the owner of all that tract of land located in Onslow County, North Carolina, and designated and known as THE CROSSING AT COUNTRY CLUB SECTION V-A ", shown on that certain plat recorded in Plat Book 34, Page 35, Slide J-302, in the office of the Register of Deeds of Onslow County.

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

AND WHEREAS, Developer prior to selling and conveying the aforesaid lots, desires to impose upon said lots certain mutual and beneficial restrictions, covenants, conditions and charges (hereinafter collectively referred to as "covenants") for the benefit of all the lots in the subdivision, in order to promote the best interest and protect the investments of Developer and Owners and to comply with certain regulations as may be established from time to time by the Division of Environmental Management.

NOW, THEREFORE, Developer hereby covenants and agrees to and with all persons, firms, 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 structures 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

BOOK 1328 PAGE 166

domestic servants of the lot occupancy 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 not be less than 900 square feet for a one story dwelling nor less than 600 square feet for a dwelling of more than one story.

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 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.

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 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 and such easements five (5) feet in width are reserved along each side line of each lot. Within these easements, no structure, planting or other materials shall be

BOOK 1328 PAGE 167

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 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 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 standard for one and two living units." (FHA No. 300, Federal Housing Administration).

9. **ERECTION OF FENCES:** No fence shall be erected along the front line of any lot nor along the side line of any lot that adjoins a street. No fence of any type shall be erected or permitted to remain upon any lot closer to the front line of said lot than the rear of the primary residential dwelling. No fence shall be erected nearer to any street than the respective building corners. No fence of chain link type construction in excess of four feet in height is allowed, except those fences of chain link construction up to six feet in height for the purpose of confining pets provided same does not extend more than twenty (20) feet in any direction and are constructed within the rear yard and in no case closer to any street than the rear corner of the building.

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

11. **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.

BOOK 1328 PAGE 168

12. 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 of such material shall be kept in a clean and sanitary condition.

13. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 4 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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. 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.

15. STORM WATER RUNOFF PROVISIONS: No lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials in excess of 2650 square feet. This covenant is intended to insure continued compliance with storm water runoff rules adopted by the Division of Environmental Management, the Department of Natural Resources and Community Development of the State of North Carolina and the benefits afforded hereunder may be enforced by the State of North Carolina or any appropriate department or agency thereof.

BOOK 1328 PAGE 169

16. DURATION, AMENDMENT AND TERMINATION: These covenants contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of one (1) year. This Declaration may be amended in full or in part during the first twenty (20) year period by an instrument signed by not less than a majority of the Owners, however, that no amendment shall be made to Item 15 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. To be effective, any amendment must be recorded in the office of the Register of Deeds of Onslow County, North Carolina and a marginal entry of the same must be signified on the face of this declaration.

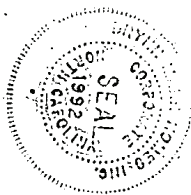
17. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

18. 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 and effect.

19. 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 payment to Jones-Onslow Electric Membership Corporation by the owner of each building.

BOOK 1328 PAGE 170

IN TESTIMONY WHEREOF, BRYNN MARR HOMES, INC., has caused this Declaration to be signed in its corporate name by its Vice President and attested by its Secretary and its corporate seal to be hereunto affixed this 26th day of September, 1996.



BRYNN MARR HOMES, INC.

Danny Whaley
Vice President

James M. Maides
Secretary

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, KAREN PIERCE LANDRUM, A Notary Public, do hereby certify that James E. Maides personally appeared before me this day and acknowledged that he is Secretary of Brynn Marr Homes, Inc., 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 Secretary.

Witness my hand and notarial seal this 26th day of September, 1996.

Karen Pierce Landrum
Notary Public



My Commission expires: MARCH 18, 2001

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

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1328 Page 165 This 26th day of September 1996 A.D. at 2:45 o'clock P. M.
Michael A. Thomas By _____
Register of Deeds, Onslow County Register of Deeds

BOOK 1454 PAGE 869

NORTH CAROLINA

1998 MAY 19 PM 12:45

DECLARATION OF RESTRICTIONS

ONSLOW COUNTY

KNOW ALL MEN BY THESE PRESENTS. THAT:

WHEREAS, BRYNN MARR HOMES, INC., 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 Jacksonville, State of North Carolina, hereinafter called "Developer", is the owner of all that tract of land located in Onslow County, North Carolina, and designated and known as THE CROSSING AT COUNTRY CLUB SECTION V-B, shown on that certain plat recorded in Plat Book 35, Page 3, Slide J-750, in the office of the Register of Deeds of Onslow County.

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

AND WHEREAS, Developer prior to selling and conveying the aforesaid lots, desires to impose upon said lots certain mutual and beneficial restrictions, covenants, conditions and charges (hereinafter collectively referred to as "covenants") for the benefit of all the lots in the subdivision, in order to promote the best interest and protect the investments of Developer and Owners and to comply with certain regulations as may be established from time to time by the Division of Environmental Management.

NOW, THEREFORE, Developer hereby covenants and agrees to and with all persons, firms, 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 structures 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

BOOK 1454 PAGE 870

domestic servants of the lot occupancy 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 not be less than 900 square feet for a one story dwelling nor less than 600 square feet for a dwelling of more than one story.

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 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.

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 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 and such easements five (5) feet in width are reserved along each side line of each lot. Within these easements, no structure, planting or other materials shall be

BOOK 1454 PAGE 871

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 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 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 standard for one and two living units." (FHA No. 300, Federal Housing Administration).

9. **ERECTION OF FENCES:** No fence shall be erected along the front line of any lot nor along the side line of any lot that adjoins a street. No fence of any type shall be erected or permitted to remain upon any lot closer to the front line of said lot than the rear of the primary residential dwelling. No fence shall be erected nearer to any street than the respective building corners. No fence of chain link type construction in excess of four feet in height is allowed, except those fences of chain link construction up to six feet in height for the purpose of confining pets provided same does not extend more than twenty (20) feet in any direction and are constructed within the rear yard and in no case closer to any street than the rear corner of the building.

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

11. **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.

BOOK 1454 PAGE 872

12. **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 of such material shall be kept in a clean and sanitary condition.

13. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 4 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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. **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.

15. Deed restrictions are incorporated into this permit by reference and must be recorded with the Office of the Register of Deeds prior to the sale of any lot. A copy of the recorded restrictions must be received by this Office within 30 days of the date of recording. Recorded deed restrictions must include, as a minimum, the following statements related to stormwater management:

- a. "The allowable built-upon area per lot is 2,650 square feet, inclusive of that portion of the right-of-way between the front lot line and the edge of the pavement, structures, pavement, walkways of brick, stone, slate, but not including wood decking."

BOOK 1454 PAGE 873

- b. "The covenants pertaining to stormwater regulations may not be changed or deleted without concurrence of the Division of Water Quality."
- c. "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 persons."
- d. "Lots within CAMA's Area of Environmental Concern may have the permitted built-upon area reduced due to CAMA jurisdiction within the ABC."

16. DURATION, AMENDMENT AND TERMINATION: These covenants contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of one (1) year. This Declaration may be amended in full or in part during the first twenty (20) year period by an instrument signed by not less than a majority of the Owners, however, that no amendment shall be made to Item 15 without the consent of the Director of the Division of Water Quality 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. To be effective, any amendment must be recorded in the office of the Register of Deeds of Onslow County, North Carolina and a marginal entry of the same must be signified on the face of this declaration.

17. 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.

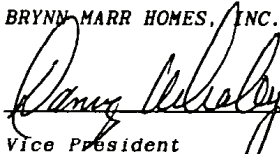
18. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

19. 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 payment to Jones-Onslow Electric Membership Corporation by the owner of each building.

BOOK 1454 PAGE 874

IN TESTIMONY WHEREOF, BRYNN MARR HOMES, INC., has caused this Declaration to be signed in its corporate name by its Vice President and attested by its Secretary and its corporate seal to be hereunto affixed this 16 day of March, 1998.

BRYNN MARR HOMES, INC.


Vice President

1998 MAY 19 PM 12:45




Secretary

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, KAREN PIERCE LANDRUM, A Notary Public, do hereby certify that James E. Maides personally appeared before me this day and acknowledged that he is Secretary of Brynn Marr Homes, Inc., 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 Secretary.

Witness my hand and notarial seal this 16 day of

March, 1998.

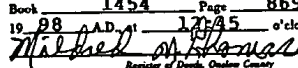



Notary Public

My Commission expires: MARCH 18, 2001

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

Karen Pierce Landrum

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1454 Page 869 This 19th day of May 19 98 A.D. at 12:45 o'clock P. M. -----
 By -----
Register of Deeds, Onslow County Register of Deeds

Return to: Brynn Marr Homes, Inc., 280 Huff Drive, Jacksonville, NC 28546

NORTH CAROLINA

BOOK 1671 PAGE 205

DECLARATION OF RESTRICTIONS

ONslow COUNTY

REC 10 PM 3:13

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, BRYNN MARR HOMES, INC., 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 Jacksonville, State of North Carolina, hereinafter called "Developer", is the owner of all that tract of land located in Onslow County, North Carolina, and designated and known as Crossing at Country Club VI, shown on that certain plat recorded in Plat Book 39, Page 214, Slide K-680, in the office of the Register of Deeds of Onslow County.

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

AND WHEREAS, Developer prior to selling and conveying the aforesaid lots, desires to impose upon said lots certain mutual and beneficial restrictions, covenants, conditions and charges (hereinafter collectively referred to as "covenants") for the benefit of all the lots in the subdivision, in order to promote the best interest and protect the investments of Developer and Owners and to comply with certain regulations as may be established from time to time by the Division of Environmental Management.

NOW, THEREFORE, Developer hereby covenants and agrees to and with all persons, firms, 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 structures 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

BOOK 1671 PAGE 206

domestic servants of the lot occupancy 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 not be less than 1000 square feet for a one story dwelling nor less than 600 square feet on the first floor of a building of more than one story.

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 7 feet to either such line. No garage or other permitted accessory building shall be located nearer than 15 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.

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 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 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 and such easements five (5) feet in width are reserved along each side line of each lot. Within

BOOK 1671 PAGE 207

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 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 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 the North Carolina State Building Code. Brynn Marr Homes, will retain architectural control of plans, specification and color schedules, of homes.

9. ERECTION OF FENCES: No fence shall be erected along the front line of any lot nor along the side line of any lot that adjoins a street. No fence of any type shall be erected or permitted to remain upon any lot closer to the front line of said lot than the rear of the primary residential dwelling. No fence shall be erected nearer to any street than the respective building corners. No fence of chain link type construction in excess of four feet in height is allowed, except those fences of chain link construction up to six feet in height for the purpose of confining pets provided same does not extend more than twenty (20) feet in any direction and are constructed within the rear yard and in no case closer to any street than the rear corner of the building.

10. SATELLITE DISHES: No Satellite dishes of any kind shall be allowed or permitted upon any lot in the subdivision over 18" in diameter

11. 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

BOOK 1671 PAGE 208

builder to advertise the property during the construction and sale period.

12. 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 containers. This does not pertain to construction debris while house is under construction. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition.

13. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 4 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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. 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.

15. STORM WATER RUNOFF PROVISIONS: The allowable built-upon area per lot is 2,844 square feet, inclusive of that portion of the right-of-way between the front lot line and the edge of the pavement, structures, pavement, walkways of brick, stone, slate, but not including wood decking. The covenants pertaining to stormwater regulations may not be changed or deleted without concurrence of the Division of Water Quality. 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 persons. Lots within CAMA's Area of Environmental Concern may have the permitted built-upon area reduced due to

BOOK 1671 PAGE 209

CAMA jurisdiction within the AEC. This covenant is intended to insure continued compliance with storm water runoff rules adopted by the Division of Environmental Management, the Department of Natural Resources and Community Development of the State of North Carolina and the benefits afforded hereunder may be enforced by the State of North Carolina or any appropriate department or agency thereof.

16. DURATION, AMENDMENT AND TERMINATION: These covenants contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of one (1) year. This Declaration may be amended in full or in part during the first twenty (20) year period by an instrument signed by not less than a majority of the Owners, however, that no amendment shall be made to Item 15 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. To be effective, any amendment must be recorded in the office of the Register of Deeds of Onslow County, North Carolina and a marginal entry of the same must be signified on the face of this declaration.

17. 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.

18. 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 and effect.

19. The developer reserves the right to subject the real property in this subdivision to a contract with Jones Onslow 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 payment to Jones Onslow by the owner of each building.

BOOK 1671 PAGE 210

IN TESTIMONY WHEREOF, BRYNN MARR HOMES, INC., has caused this Declaration to be signed in its corporate name by its Vice President and attested by its Secretary and its corporate seal to be hereunto affixed this 18th day of December, 2000.

BRYNN MARR HOMES, INC.

President

Secretary

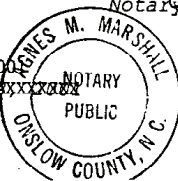
STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Agnes M. Marshall, A Notary Public, do hereby certify that WANDA FLUD ~~James B. Marshall~~ personally appeared before me this day and acknowledged that he is Secretary of Brynn Marr Homes, Inc., 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 ~~XXXX~~ President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and notarial seal this 18th day of December, 2000.

Agnes M. Marshall
Notary Public

My Commission expires: Sept 6, 2004 ~~MARCH 15, 2004~~



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

Agnes M. Marshall

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1671 Page 205 This 18th day of December 2000 AD, at 3:13 P.M. By M. B. Thomas
Register of Deeds, Onslow County