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 Onslow County, NC  
 Maryland K. Washington Reg. of Deed:  
**BK 3107 PG 210-217**

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 Prepared by: Glenn O'Keith Fisher  
 Attorney at Law  
 2505 Henderson Drive  
 Jacksonville, NC 28546

NORTH CAROLINA  
 ONSLOW COUNTY

**DECLARATION OF RESTRICTIVE  
 AND PROTECTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made the 31 day of July, 2008, by ROCKLAND CONSTRUCTION COMPANY, INC., a corporation organized and existing under the laws of the state of North Carolina, hereinafter called "Declarant."

**WITNESSETH:**

THAT WHEREAS, the Declarant is the owner of that tract of real property located in Jacksonville Township, Onslow County, North Carolina and more particularly described as follows:

Being all of the numbered lots 1 through 3, inclusive, as shown on that plat entitled "EVANS CROSSING," prepared by Parker & Associates, Inc., dated August 8, 2008 and recorded in Map Book 55, Page 177, Slide M -531, Onslow County Registry;

and

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

NOW, THEREFORE, Declarant hereby declares that all numbered lots shown on the aforesaid plat entitled "EVANS CROSSING," prepared by Parker & Associates, Inc., dated August 8, 2008 and recorded in Map Book 55, Page 177, Slide M -531, Onslow County Registry are held and shall be held, conveyed, transferred, sold, encumbered, leased, rented, used, occupied and improved subject to the restrictive and protective covenants set forth below:

**1. GENERAL RESTRICTIONS**

Section 1. Residential Use: No lot, lots, or portions thereof shall be put to any use other than for residential purposes, except that any lot may be dedicated by the Declarant for a street or roadway. No structure shall be erected, altered, placed or permitted to remain on any lot other than a single, one (1) family dwelling not to exceed three (3) stories in height, (which may include separate living quarters for one or more members of the owners' family or relative), and such outbuildings as are usually accessory to a single family residence dwelling, including a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, provided that the same are constructed in line with general architectural design

and construction standards used for the dwelling itself. Each dwelling shall contain a minimum of 1500 heated square feet, and if two-story, the first floor shall contain a minimum of 900 square feet. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales/rental purposes.

**Section 2. Prohibited Structure:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporary or permanently. No trailer, mobile home, camper or like vehicle shall be allowed on the property at any time, or any other structure which is finished or partially finished at a manufacturing unit or plant and transported for quick assembly or which is designed to be disassembled and relocated shall be allowed. It is specifically the intention and purpose of this covenant to prohibit the location of mobile homes, trailers, modular houses, relocatable houses, or similar type structures on the property. This covenant shall not be construed as prohibiting the use of such a structure as a sales/rental model, office or construction site facility.

**Section 3. Building Location:** No building, residence, garage or other permitted accessory building shall be located on any lot nearer to the front line, any side street line, interior or rear lot line, than as shown on the recorded plat. For the purpose of this covenants, eaves, steps, open porches, and carports shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten (10) percent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of these restrictive and protective covenants.

An owner who owns a lot and a portion or all of an adjoining and contiguous lot or lots may construct a dwelling and/or other structures permitted hereunder upon and across the dividing line of such adjoining and contiguous lot or lots, all such structures to comply with the minimum building setback lines from the actual boundary lines of the subject owner's property, and thereafter such combinations of lots or portions thereof shall be treated for all purposes under these restrictive and protective covenants as a single lot.

**Section 4. Variances.** The Declarant reserves the right and the authority to allow further encroachment by any lot owner into the aforesaid front line, any side street line, interior or rear lot line or other setback lines herein prior to construction or to grant a variance as to any encroachment after the commencement or completion of construction. In addition, the Declarant may also vary the provisions of this Declaration regarding the height of the buildings provided such variance granted shall be in conformity with the intent and purposes of the general development scheme of the subdivision and provided that the variance or adjustment shall not materially be detrimental or injurious to other property or improvements within the subdivision. When the Declarant has conveyed the last numbered lot in the subject property as evidenced by the recording of a deed therefore, then the right to grant further encroachment into the setback lines and authority to grant variances for encroachments into said setbacks shall be given to the Architectural Control Committee as described herein.

**Section 5. Building Design and Construction:** All dwelling and other structures located on a lot shall comply with the following restrictions:

a. All building materials used in the construction of any structure shall be new, approved materials, and no cement blocks, tar paper or related materials shall be used as an exterior building material. All exterior finishes shall be brick veneer, vinyl siding or hardy board or similar material.

b. The roofs of the dwelling and all building located on any lot shall be covered with architectural shingles or an equivalent material as approved by the Architectural Control Committee.

c. During construction on any lot, the builder and lot owner must keep all lots and the area around all construction sites neat and free of debris. All building debris, stumps, trees and other such materials shall be removed from each building lot by the builder or owner as often as is necessary to keep the lot neat in appearance.

d. Once construction of a dwelling or other buildings or improvements upon a lot are commenced, the said improvements must be substantially completed in accordance with the plans and specifications approved by the Architectural Control Committee within twelve (12) months from commencement.

Section 6. Nuisances: No noxious, offensive, or illegal activity shall be carried on or conducted upon any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood. All lots, whether occupied or unoccupied, shall be well-maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted to remain on a lot. No automobile, other vehicle(s), motorcycle(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage. Declarant, its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so. The Declarant may contract for, and assess to owner, any maintenance necessary to enforce these covenants.

Section 7. Animals: No animals, livestock, or poultry of any kind shall be kept or maintained on any lot in any dwelling except that a maximum of four (4) household pets (except as excluded below) may be kept provided that said pet is not kept for breeding or commercial purposes. No pet shall be allowed off the lot of the Owner of said pet unless said pet is attended and on a leash. Owners shall be solely and absolutely liable for the acts of an pet kept on their lot.

Section 8. 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 burned or disposed of on any lot and shall be kept in sanitary containers approved by the Architectural Control Committee. All equipment for the storage prior to disposal of such material shall be kept in a clean and sanitary condition. The placement of containers shall be such that they cannot be seen from the road in front of the dwelling. The Declarant reserved the right itself, its successors and assigns, to contract for garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same.

Section 9. 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 twenty-five (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 withing ten (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.

Section 10. Signs: No sign, billboard, or other advertising of any kind, including without limitation professionally prepared "for sale" and "for rent" signs, shall be placed or erected on any lot, right of way or Common Area save and except a professionally prepared "for sale" or "for rent" sign not to exceed six (6) square feet in size. Although approval by the Architectural Committee is not required prior to the display of such signs, the Architectural Control Committee may itself remove, have removed, or require the removal of any such sign which in its opinion would not otherwise be allowed under this Declaration. A valid easement shall exist on any lot for such removal by the Architectural Control Committee or its agents. Provided, however, nothing shall prohibit or limit in any manner "construction" signs designating the job site and builder which may be placed upon a lot during the period of the construction of a residential dwelling on the lot but must be immediately removed upon final completion of such construction. Nothing herein shall prohibit any sign erected by the Declarant or its assigns.

Section 11. Subdivision: No lot shall be subdivided if the result of each subdivision is separate ownership of less than a whole lot; provided, however, that the Declarant, its successors or assigns, reserve the right to make minor boundary line adjustments between lots so long as said adjustment does not exceed ten percent (10%) of the total area of a given lot; and further provided that one lot may be combined with another lot or lots or a portion thereof to create a larger lot, in which case these Restrictive Covenants shall be construed to apply to the larger lot so created.

Section 12. Trees: Except as to development or construction by Declarant, or as may be approved by the Architectural Control Committee, no tree four (4") inches in diameter at any location on said tree or ten feet (10') in height shall be cut, removed or intentionally damaged on any lot unless first approved by Architectural Control Committee. The Architectural Control

Committee Shall have the authority to assess a penalty of up to \$500.00 for each such tree cut, removed or intentionally damaged and assess said amount against the lot.

Section 13. Swimming pools: Outdoor swimming pools, hot tubs, Jacuzzi's, and other similar facilities may be located on a lot only after the Architectural Control Committee approval. All outdoor swimming pools shall be screened from view and fenced and all hot tubs and Jacuzzi's shall be screened from view and fenced or have a locking lid or top. All such improvements shall be subject to approval and compliance with all governmental laws and regulations.

Section 14. Fence Minimum Requirements: No fences over six (6) in height shall be constructed on any lot. No fence shall be erected between the front wall of the main dwelling and the street right of way line unless such fence shall be of an ornamental of a height of three feet or less. Brick, split rail and painted or vinyl picket-fences shall be deemed to meet the requirements; chain link shall not be deemed to meet this requirement. No fence may be erected between the front wall of the main dwelling and the back lot line in excess six (6) feet in height. The term fence shall include but not be limited to, a wall, fence, landscaping, berm, or hedge, which act as a fence or privacy or security inducing structure. Architectural review requirements set forth herein must be met prior to construction of any fence.

Section 15. Street Lighting Agreement: The developer reserves the right to subject the real property in this subdivision to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

Section 16. Street Maintenance and Utility Easements: Lot owners will be responsible for the shoulders and the ditches from the property line to the edge of the pavement during construction of houses. Thereafter, the lot owner shall continue to be responsible for maintaining the shoulders and ditches from the right-of-way to the edge of the pavement. This includes mowing, additional seeding and/or any other maintenance required. In the event the North Carolina Department of Transportation shall condition acceptance of the roadway into the highway system upon improvements to the shoulder or ditch in front of any lot or lots, then the owners of said lot or lots shall be responsible for bringing the ditches and shoulders in front of their lot(s) to said standards.

## 2. ARCHITECTURAL CONTROL COMMITTEE:

Section 1. Except for original and initial construction and subsequent modification of improvements by the Declarant on any lot which such construction is and shall be exempt from the provisions of this provision, no building, wall, fence, landscaping, berm or hedge which act as a fence or privacy inducing structure, pier, dock, ornamentation, or other structure or improvements of any nature shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Committee have been approved in writing by the Architectural Control Committee. Each building, wall, fence or other structure or improvements of any nature, together with any ornamentation or landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Any change in the appearance of any building, wall, fence or other structure or improvements and any change in the appearance of the landscaping (except the planting of flowers and shrubs indigenous to the area), shall be deemed an alteration requiring approval. The Architectural Control Committee shall have the power to promulgate such rules and regulations, as it deems necessary to carry out the provisions and intent of this paragraph.

Section 2. (A) Within 30 days after receipt of all information from a lot owner or their representative, the Architectural Control Committee shall submit in writing to the owner of the lot a response stating whether or not the requested improvements are approved. Unless a response is given by the Architectural Control Committee within 30 days, the plan shall be deemed approved. The response of the Architectural Control Committee may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate and the 30 day time period for response shall only commence upon the receipt of the requested additional information. Conditional approvals may be granted and if approval with

conditions is granted and thereafter construction begins, the construction shall be deemed approved by the owner of the lot of the conditions imposed.

(B) Refusal of approval of plans, specifications and plot plans or any of them may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall deem sufficient. The Architectural Control Committee shall make the following affirmative finds before any plans are approved:

- (1) That the improvements sought to be constructed will not have a negative economic impact on any other lot within the subdivision.
- (2) That all required specific buildings standards and other conditions contained within this Declaration and other subdivision documents have been met.
- (3) That the improvements are architecturally compatible with proposed or constructed improvements on other lots within the subdivision.
- (4) That the natural features of the lot have been retained to the maximum extent possible.

Section 3. The paint, coating, stain and other exterior finishing colors on all buildings may be maintained as that originally installed, without prior approval of the Architectural Control Committee, but prior approval by the Architectural Control Committee shall be necessary before any such exterior finishing color is changed.

Section 4. Until such time as the sale by Declarant of the last numbered lot in the subject property is evidenced by the recordation of a deed therefore, all rights, privileges, powers and authority granted herein to the initial Architectural Control Committee, to whom the specific power to act hereunder is expressly conveyed, shall be exercised solely by Declarant, its successors or assigns. In the event of the dissolution of Declarant or the failure of Declarant to specifically assign the rights, privileges, powers and authority hereunder prior to the sale of the last numbered lot in the subdivision known as the subject property, then any owner may provide notice to each owner by registered mail of a meeting to be held not less than 30 days thereafter, where the owners may elect, by a majority vote of those present and a quorum having been obtained, and Architectural Control Committee. The said committee shall be composed of three (3) owners and who shall serve until the next meeting. At any time after the initial meeting, the individual owners of record of three (3) lots may call a meeting to be held after 30 days notice by registered mail to all of the other said lot owners of record, and may elect a new Architectural Control Committee, fill any vacancies on the Architectural Control Committee, or remove the members of the existing Architectural Control Committee. A quorum for any meeting of individual lot owners shall be the owners of at least ten percent (10%) of the lots in the subdivision known as the subject property.

Section 5. A majority of the Architectural Control Committee may take any action said Committee is empowered to take, may designate a representative to act for the Architectural Control Committee, and may, upon the approval of the Board of Directors, employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor. The members of the Architectural Control Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee may establish a fee to cover the expense of reviewing plans and related data at the time plans are submitted for review in order to compensate any consulting architects, landscape architects, urban designers or attorneys.

Section 6. Any requirement for registered mail service shall be complied with by mailing said notice to the address shown on the county tax records for the respective lot owner.

### 3. 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 obstruct or

retard the flow of water through a drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The Declarant reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over and along ten (10) feet off the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage or other utilities including water and sewer services.

For a period of two (2) years from the date of conveyance of the first lot in the subject property, the Declarant reserves a blanket easement and right of way on, over and under the ground to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary. Following such action the Declarant shall restore the affected property to its original condition as near as practical. The Declarant shall give reasonable notice of its intent to take such action to all affected owners, unless in the opinion of the Declarant an emergency exists which precludes such notice. At the expiration of such two (2) year period, said easement to correct drainage shall automatically expire.

4. **DECLARANT'S RIGHTS:** Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the county in which this Declaration is recorded. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the Development Area in any manner whatsoever.

So long as the Declarant continues to have rights under this Declaration, no person or entity shall record any declaration of restrictions and protective covenants or similar instrument affecting any portion of the property described herein, including an amendment of this Declaration, without Declarant's review and written consent thereto. Any attempted recordation without compliance herewith shall result in such declaration of restrictions and protective covenants or similar instrument being void and of no force and effect unless subsequently approved by recorded consent from Declarant.

This provision may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this provision shall terminate fifteen (15) years from the date of this Declaration.

5. **GENERAL PROVISIONS:**

Section 1. **Term:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years.

Section 2. **Enforcement:** In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the Declarant, its successors and assigns and the owners of the number lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. Costs and reasonable attorney fees shall be recoverable by the Declarant as part of any judgment or order to enforce this Declaration. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Section 2.1. **Remedies Extended to the State of North Carolina:** To ensure that this subdivision is maintained consistent with the laws of the State of North Carolina, the State of North Carolina is specifically empowered to take such acts necessary by and through its officers to enforce any of these covenants against an owner. The State of North Carolina is specifically made a beneficiary of these covenants.

Section 3. Stormwater Runoff: The following covenants are intended to ensure ongoing compliance with the State Stormwater Management Permit Number SW8 070408, as issued by the Division of Water Quality under NCAC 2H.1000:

- a. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.
- b. These covenants are to run with the land and be binding on all persons and parties claiming under them.
- c. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.
- d. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.
- e. The maximum built-upon area per lot is 68127 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right of way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.
- h. Filling in or piping of any vegetative conveyances (ditches, swales, etc.) is strictly prohibited by any persons.
- i. Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.
- j. All roof drains shall terminate at least 30' from the mean high water mark.

Section 4. Modification of Restrictive Covenants: Except as to specific rights retained by Declarant, these restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof during the first twenty (20) year period by written document executed by the Declarant or their successors in title and by the owner of not less than sixty-six and two-thirds percent (66 2/3%) of the subdivided lots. The Declarant may alter or amend these covenants without consent of anyone at any time. After the expiration of the initial twenty (20) year period, these restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by not less than sixty-six and two-thirds percent (66 2/3%) of the Lot Owners, and recorded in the Register of Deeds of the County in which this Declaration is recorded.

Section 5. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this the day and year first above written.

ROCKLAND CONSTRUCTION  
COMPANY, INC., A North Carolina  
Corporation

By:   
Robert F. Perry, President

STATE OF NORTH CAROLINA  
ONSLow COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Robert F. Perry, President of Rockland Construction Company, Inc.

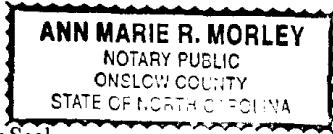
This the 31 day of July, 2008.

My commission expires: 04-23-2011

Ann Marie R. Morley  
Notary Public

NOTARY SEAL

Ann Marie R. Morley  
Typed or printed name of notary



Notary Seal



# 62



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Fee Amt: \$62.00 Page 1 of 17  
Onslow County, NC  
Rebecca L. Pollard Reg. of Deeds  
BK 3368 PG 842-858

Prepared by: Glenn O'Keith Fisher  
Attorney at Law  
2505 Henderson Drive  
Jacksonville, NC 28546

**NORTH CAROLINA  
ONSLow COUNTY**

**MASTER DECLARATION OF CONDITIONS,  
RESERVATIONS AND  
RESTRICTIONS OF EVAN'S CROSSING**

THIS MASTER DECLARATION OF CONDITIONS, RESERVATIONS AND RESTRICTIONS OF EVAN'S CROSSING, made the 4th day of March, 2010, by ROCKLAND CONSTRUCTION COMPANY, INC., A North Carolina Corporation, hereinafter referred to as "Declarant."

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real property described in Article 1 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 and bind the successors in interest and any owner thereof.

NOW, THEREFORE, Declarant hereby declares that the real property in and referred to in Article 1 hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set for below:

**ARTICLE 1: DESCRIPTION OF REAL PROPERTY**

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

BEING all of lots 4 through 20 and 22 through 27, inclusive, as shown on that plat entitled "EVAN'S CROSSING," prepared by Parker & Associates, Inc. and recorded in Map Book 55, Page 177, Slide M -531 of the Onslow County Public Registry.

**ARTICLE 2: DEFINITIONS**

**Section 1.** "Association" shall mean and refer to EVAN'S CROSSING HOMEOWNERS' ASSOCIATION, INC., its successors and/or assigns, a nonprofit corporation formed by Declarant as provided herein.

GLENN O'KEITH FISHER, Attorney at Law  
2505 Henderson Drive, Jacksonville, North Carolina 28546

**Section 2.** "Board" shall mean and refer to the Board of Directors of the Association.

**Section 3.** "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the owners, the public, or both, and shall specifically mean any storm water control or disposal improvements, easements, streets and walkways which have been or may be constructed. "Common Area" shall specifically include any streets conveyed to the Association which have not yet been accepted by the North Carolina Departments of Transportation.

**Section 4.** "Common Expenses" shall mean and refer to:

- a. The actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Articles of Incorporation of the Association and its Bylaws;
- b. All amounts expended by the Association for the maintenance, repair and replacement of the Common Area and any improvements thereon.
- c. All amounts expended by the Association in accordance with Articles 5, 6 and 7 in holding and being responsible for the obligations of the Stormwater Management Permit SW8 070408, if any, and overseeing, supervising, administering, managing, repairing, replacing and insuring all Stormwater Management facilities located within the Property as required by the Declaration and all amounts expended in enforcing the provisions of the Permit;
- d. All amounts expended by the Association for the maintenance, repair and replacement of the entrance signs or any other signage installed by the Association or the Declarant for the benefit of the Association, including the landscaping thereof, within the easements described in Article 9 below;
- e. All amounts expended by the Association for the maintenance, repair and replacement of the fencing, gating, gate operating equipment and mechanisms and gatehouse, if any, located at the entrance to the Properties, including the landscaping thereof.
- f. All amounts expended by the Association for the maintenance, repair and replacement of any street within the property owned by the Association, including streets not yet accepted by the North Carolina Department of Transportation;
- g. All amounts expended by the Association to enforce or maintain compliance with the North Carolina Erosion and Sedimentation Control Permit for the property.

**Section 5.** "Declarant" shall mean and refer to Rockland Construction Company, Inc., its successors and/or assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, or such person or entity as is duly appointed by Rockland Construction Company, Inc. to be the Declarant as provided herein.

**Section 6.** "Declaration" shall mean and refer to the covenants, conditions, restrictions and easements and all other provisions set forth in this entire documents, and any other amendments or modifications hereto.

**Section 7.** "Lot" shall mean and refer to any plot of land shown upon any record subdivision map of the Properties, and includes any improvements thereon, if any, but excludes the Common Area, Lots 1, 2 and 3, and the area shown as "Open Space 5.77 acres maintained by Owner/Developer as shown on the aforesaid recorded plat, unless specifically added by the Declarant or the then owner(s) of such property.

**Section 8.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers and builders, but excluding those having an interest merely as security for the performance of an obligation.

**Section 9.** "Permit" shall mean the State of North Carolina Storm Water Permit Number SW8 070408 as issued by the Division of Water Quality under NCAC 2H.1000 and any subsequent modification thereto or other Storm Water Management Permit hereafter issued for any property added or annexed to the Properties by the Declarant.

**Section 10.** "Properties" shall mean and refer to that certain real property herein described, and such additions thereto as hereafter be brought within the jurisdiction of the Association, and specifically includes all of that subdivision generally known as EVAN'S CROSSING, with the exception of Lots 1, 2 and 3 and the area shown as "Open Space 5.77 ac Maintained by Owner/Developer" as shown on the aforesaid plat recorded in as shown on the aforesaid plat recorded in Map Book 55, Page 177, Slide M -531 of the Onslow County Public Registry.

**ARTICLE 3: GENERAL RESTRICTIONS**

**Section 1. Land Use and Building Type:** No lot, lots, or portions thereof shall be put to any use other than for single family residential purposes, except that any lot may be dedicated by the Declarant for a street or roadway connecting portions of the subdivision to other portions of the subdivision or connecting the subdivision to adjacent or other property. No business, trade, garage sale, moving sale, rummage sale or similar activity shall be conducted upon a lot without the prior written consent of the Board. An Owner or occupant residing in a dwelling on a lot may conduct business activities within the dwelling so long as: (I) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the dwelling; (ii) the business activity conforms to all zoning requirements for the lot; (iii) the business activity does not involve visitation of the dwelling or lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the subdivision as may be determined in the sole discretion of the Board.

The leasing of a dwelling or lot shall not be considered a business or trade within the meaning of this section. This section shall not apply to any activity conducted by the Declarant or a builder approved by the Declarant with respect to its development and sale of the Properties or its use of any lots which it owns within the subdivision.

This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales/rental purposes.

**Section 2. Allowable and Prohibited Structures:** No structure shall be erected, altered, placed or permitted to remain on any lot other than a single, one (1) family dwelling not to exceed three (3) stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, provided that the same are constructed in line with general architectural design and construction standards used as the dwelling itself. Each dwelling shall contain a minimum of 1600 heated square feet of living space, and if two or more story, the first floor shall contain a minimum of 800 square feet of living space. Garages, decks, terraces, open porches, basements and like areas shall not be included in the calculation of heated square footage for this section. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales/rental purposes.

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

No trailer, mobile home, manufactured home, modular home, camper or like vehicle shall be allowed on the property at any time, or any other structure which is finished or partially finished at a manufacturing unit or plant and transported for quick assembly or which is designed to be disassembled and relocated shall be allowed. It is specifically the intention and purpose of this covenant to prohibit the location of mobile homes, manufactured homes, trailers, modular houses, relocatable houses, or similar type structures on the property. It is provided however, that the Declarant may grant permission for any such temporary storage of materials during construction but any such structure so approved shall not be used at any time as a dwelling. This covenant shall not be construed as prohibiting the use of such a structure as a sales/rental model, office or construction site facility.

**Section 3. Building Location:** No building, residence, garage or other permitted accessory building shall be located on any lot nearer to the front line, any side street line, interior or rear lot line, than as shown on the recorded plat. For the purpose of this covenants, eaves, steps, open porches, and carports shall not be considered as a part of a building provided, however, 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 ten (10) percent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenants. The Declarant reserves the absolute right to modify said building location and grant variances of said building location at any time to avoid a hardship by any lot Owner, including the Declarant, either before or after the construction of a structure on any Lot. This right may be conveyed by the Declarant to the Architectural Control Committee at any time.

**Section 4. Variances.** The Declarant reserves the right and the authority to allow further encroachment by any lot owner into the aforesaid front line, any side street line, interior or rear lot line or other setback lines or any drainage or utility easement described herein or shown on the aforesaid recorded plat or further plat of the Properties prior to construction or to grant a variance as to any encroachment after the commencement or completion of construction. In addition, the Declarant may also vary the provisions of this Declaration regarding the height of the buildings provided such variance granted shall be in conformity with the intent and purposes of the general development scheme of the subdivision and provided that the variance or adjustment shall not materially be detrimental or injurious to other property or improvements within the subdivision. When the Declarant has conveyed the last numbered lot in the subject property as evidenced by the recordation of a deed therefore, then the right to grant further encroachment into the setback lines and authority to grant variances for encroachments into said setbacks shall inure to the Architectural Control Committee.

**Section 5. Nuisances:** No noxious, offensive, or illegal activity shall be carried on or conducted upon any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood. All lots, whether occupied or unoccupied, shall be well-maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted to remain on a lot. Declarant, its successors or assigns, reserves for themselves and for the benefit of the Association, the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so. The Declarant and/or the Association may contract for, and assess to Owner, any maintenance necessary to enforce these covenants.

**Section 6. Animals:** No animals, livestock, or poultry of any kind shall be kept or maintained on any lot in any dwelling except that household pets may be kept provided that said pet is not kept for breeding or commercial purposes and provided that they are not allowed to run at large or otherwise become a nuisance to the Properties. The Association shall have the right to ban or disallow any particular breed of animal or a specific animal within the subdivision which the Association feels may be dangerous to the community. Any household pet shall not be allowed off the lot of the Owner of said pet unless said pet is attended and on a leash. Owners shall be solely and absolutely liable for the acts of an pet kept on their lot.

**Section 7. Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish of any character whatsoever, nor for the storage of any property or

thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Lots. Trash, garbage or other waste shall not be burned or disposed of on any lot and shall be kept in sanitary containers approved by the Architectural Control Committee. All equipment for the storage prior to disposal of such material shall be kept in a clean and sanitary condition. The placement of containers shall be approved by the Architectural Control Committee and, in any event, shall be kept in an enclosed area not subject to view from any person, from any direction. The Declarant reserves the right for itself, its successors and assigns, to contract for garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same.

**Section 8. 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 within the sight triangles shown on the aforesaid recorded plat or on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (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 (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.

**Section 9. Signs:** No sign, billboard, or other advertising of any kind, including without limitation professionally prepared "for sale" and "for rent" signs, shall be placed or erected on any Lot, right of way or Common Area save and except a professionally prepared "for sale" or "for rent" sign not to exceed six (6) square feet in size. Although approval by the Architectural Committee is not required prior to the display of such signs, the Architectural Control Committee may itself remove, have removed, or require the removal of any such sign which in its opinion would not otherwise be allowed under Article 11 of this Declaration. A valid easement shall exist on any lot for such removal by the Architectural Control Committee or its agents. Provided, however, nothing shall prohibit or limit in any manner "construction" signs that are neat in appearance not larger than 12 square feet designating the job site and builder which may be placed upon a lot during the period of the construction of a residential dwelling on the lot but must be immediately removed upon final completion of such construction. Nothing herein shall prohibit any sign erected or authorized by the Declarant or its successors and/or assigns.

The rights of Owners and occupants to display on their Lots flags, political signs, banners and symbols normally displayed in or outside of residences in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, number, place and manner restrictions regulating displays which are visible from outside the Lot.

**Section 10. Antennas:** There shall be no exterior antenna of any kind for receiving and/or sending of T.V., radio or other signals unless same have first been approved by the Architectural Control Committee.

**Section 11. Driveways/Parking:** All driveways constructed on any lot shall be paved with either asphalt or concrete. An owner shall provided a minimum of two (2) paved off-street parking spaces, excluding garage space(s) and shall provide at least one per automobile or other vehicle owned and regularly used at the lot. On street parking is prohibited except for temporary, short gatherings.

**Section 12. Driveway Tiles and Drainage.** All driveways shall have drainage tile in the street ditches installed and sized in accordance with the N. C. Highway Commission standards and such tile shall be covered by such dirt cover as required by the North Carolina Department of Transportation and the manufacturer of the driveway tile.

Drainageways shall conform to the requirements of all lawful public authorities, to the full extent of the authority given them by law. Further, Declarant may, as its option, require more restrictive drainageways if the same would promote the best interest of the development.

**Section 13. Subdivision:** No lot shall be subdivided if the result of each subdivision is separate ownership of less than a whole lot; provided, however, that the Declarant, its successors or assigns, reserved the right to make minor boundary line adjustments between lots so long as said adjustment does not exceed ten percent (10%) of the total area of a given lot; and further provided that one lot may be combined with another lot or lots or a portion thereof to create a larger lot, in which case these Restrictive Covenants shall be construed to apply to the larger lot so created. Nothing contained herein shall prohibit the owner of a Lot from conveying by deed or easement a portion of a Lot to an adjoining Lot Owner for the purpose of curing an encroachment or setback violation. No subdivision or combination of a Lot or Lots shall be made the result of which is to reduce the total number of lots in the subdivision for the purpose of collection of dues and assessments by the Association. If a Lot or a portion of a Lot are combined, then the Owner of the resulting Lot shall have a single membership in the Association but shall be responsible for the payment of the dues and assessments to the Association of the prorata portions of combined Lots.

In the event any lot is deemed to be unbuildable and subsequently deeded to the Association or dedicated by the Declarant as recreation area or open space and a document evidencing same is duly recorded in the Office of the Register of Deeds of Onslow County, then there shall be no further dues or assessments owed from the date of recording of said document.

**Section 14. Vehicles, Boats, Storage, Travel Trailers, etc.:** No vehicle without current inspection sticker, vehicle over 5000 pounds empty weight, camper trailer, motor homes or bus shall be parked overnight on any lot except in an enclosed garage; provided, however, guests of an owner may so park such vehicle for a period not to exceed seven (7) days each calendar year.

Except when used during and as a part of construction of a dwelling on the Lot, no trucks or buses (other than pickup trucks of one-ton capacity or less, small vans or small trailers) shall be parked overnight on any Lot except in an enclosed garaged. A pleasure boat on its trailer and recreational vehicles may not be parked or stored on a Lot except behind the front face of the dwelling located on the Lot so that it is not viewable from the street and not nearer than ten (10) feet to any side of rear Lot line. Any motor vehicle parked on any Lot shall have a current license plat, registration and inspection sticker and no automobile, other vehicle(s), motorcycle(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage.

No elevated tanks of any kind shall be erected, placed, or permitted on any part of the Properties, except as approved by the Declarant or Architectural Control Committee. Any tanks for use in connection with any residence construction on the Properties, including tanks for the storage of fields, must be buried or walled sufficiently to conceal them from the view of neighboring lots, road, or streets. All clotheslines, garage cans, raw firewood, bicycles, motorcycles, equipment, coolers, woods piles, storage piles or other items shall be walled in or fenced to conceal them from view of neighboring lots, roads, or streets. Plans for all enclosures of this nature must be approved by the Declarant or Architectural Control Committee.

**Section 15. Trees:** Except as to development or construction by Declarant, or as may be approved by the Architectural Control Committee, no tree six (6) inches in diameter at any location on said tree or ten feet (10') in height shall be cut, removed or intentionally damaged on any lot unless first approved by Architectural Control Committee. The Architectural Control Committee shall have the authority to assess a penalty of up to \$500.00 for each such tree cut, removed or intentionally damaged and access said amount against the lot.

**Section 16. Swimming pools:** Outdoor swimming pools, hot tubs, Jacuzzi's, and other similar facilities may be located on a lot only after Architectural Control Committee approval, and shall be screened and fenced. All such improvements shall be subject to approval and compliance with all governmental laws and regulations.

**Section 17. Clotheslines:** Clotheslines shall be not more than six (6) feet in height from the ground and shall not be viewable from the street, or shall be surrounded by a privacy fence approved by the Architectural Control Committee.

**Section 18. Fence Minimum Requirements:** No fences over six (6) in height shall be constructed between the front building line and the back lot line of any Lot. No fences shall be allowed on any Lot between the front building line and the street. The term fence shall include but not be limited to, a wall, fence, landscaping, berm, or hedge, which act as a fence or privacy or security inducing structure. Architectural review requirements set forth herein must be met prior to construction of any fence.

**Section 19. Street Lighting Agreement and Utility Lines:** The developer reserves the right to subject the real property in this subdivision to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead unless prior written approval is given by the Declarant or the Association. Any waiver of these restrictions shall not constitute a waiver as to other Lots or lines.

**Section 20. Street Maintenance and Utility Easements:** The builder and/or lot owners will be responsible for the shoulders and the ditches from the property line to the edge of the pavement during construction of houses. Once sold to the homeowner, each owner will be responsible for maintaining the shoulders and ditches from the right-of-way to the edge of the pavement. This includes mowing, additional seeding and/or any other maintenance required. The Owners shall be prohibited from filling any ditch or swale or placing pipe in a ditch or swale and covering same without the permission of the Architectural Control Committee.

**Section 21. Structures within the Street Right of Way:** No driveway headwall, column, fence, mailbox, newspaper delivery box, basketball goal or other structure or roadside obstruction, constructed or placed within the right of way of any street as shown on the recorded plat of the subdivision shall be allowed to remain unless approved by the Architectural Control Committee.

**Section 22. Mailboxes.** Mailboxes shall be provided by the Declarant at the time of construction of any residence. The Architectural Control Committee reserves the right to approve the style, design, color and location prior to any original installation or replacement. By accepting a deed to any subject Properties, Owner gives the Architectural Control Committee the right to remove any non-approved mailbox in a reasonable manner; all cost for same shall be paid by the Owner and all damages against the Architectural Control Committee are hereby waived.

**ARTICLE 4: STREETS AND ROADWAYS**

**Section 1.** Every owner shall have a right of easement for ingress, egress, regress, access, utility and drainage purposes in and over the roadway(s) shown on said recorded in plat, and such easement shall be appurtenant to and shall pass with the title to every Lot, whether or not specifically referenced in any deed to any Lot.

**Section 2.** In addition to the other purposes and obligations of the Association as set forth herein, the Association shall maintain in passable condition all streets and roadways within the subdivision that may hereinafter be transferred to the Association, until and unless the streets are dedicated and accepted by the North Carolina Department of Transportation. The obligation of the Association to maintain the streets and roadways in the subdivision shall continue until such time as the North Carolina Department of Transportation has accepted said streets and roadways into its statewide system. It is not anticipated that said streets and roadways will be offered to or accepted by the North Carolina Department of Transportation and therefore it is the

GLENN O'KEITH FISHER, Attorney at Law  
2505 Henderson Drive, Jacksonville, North Carolina 28546

present intent of the Declarant that said streets and roadways will be perpetually maintained by the Association. The non-state maintained road(s) allowed under the Onslow County Subdivision Regulations and which are a part of this subdivision have been designed and will be built to the standards of said Ordinance.

**ARTICLE 5: OWNERS' MAINTENANCE OBLIGATIONS AND RIGHT OF DECLARANT AND ASSOCIATION TO PERFORM CERTAIN MAINTENANCE**

**Section 1.** On each Lot, the rights-of-way and easement areas reserved by Declarant or dedicated for public utility purposes shall be maintained continuously by the Lot Owner and no structure, plantings or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of the flow of water through drainage channels in the easements, or which damage or interfere with established slope ratios or which create erosion problems. It is provided, however, that where the existing location of an easement or drainage channel reserved in this Declaration or shown on any recorded subdivision map of the Properties would hinder the orderly development of the Lot on which the easement is located, the easement or drainage channel may be relocated by Declarant. Improvements within such areas also shall be maintained by the Lot owner except for those for which a public authority or utility is responsible.

**Section 2.** In the event the Owner of any Lot shall fail to maintain the Lot and/or the improvements situated thereon in a manner in keeping with this Declaration, in addition to any other rights set forth herein or provided by law, the Declarant and the Association shall have the right, but not the obligation, through their agents and employees, to enter upon said Lot and clear, clean, repair, maintain and restore the Lot, the exterior of any building and any other improvements erected thereon. This is included in the authority herein granted the power to clear Lots of undergrowth, rubbish, debris, weeds or grass. In the event the owner of any Lot shall damage or through the negligent failure to act allow damage to occur to any Stormwater Management Facilities or areas designated by the U.S. Army Corps of Engineers or CAMA as wetlands located on the owner's Lot or fail to comply with all applicable North Carolina Sedimentation and Erosion Control Permits, the provisions of the Clean Water Act or any other federal, state or local regulations regarding wetlands, in addition to any other rights set forth herein or provided by law, the Declarant and the Association shall have the right, but not the obligation, through their agents and employees, to enter upon said Lot and clear, clean, repair, maintain and restore the Stormwater Management Facilities and/or wetlands and to bring the Lot into compliance with the applicable North Carolina Sedimentation and Erosion Control Permits and all federal, state and local wetlands regulations. There is included in the authority herein granted the power to clear Lots or undergrowth, rubbish, debris, weeds or grass and to remove fill or to maintain, repair, replace and construct ditches and devices necessary to insure that such Lot is in compliance with such regulations.

**Section 3.** The costs of the maintenance or repair authorized by this Article shall be considered the legal obligation of the Lot Owner. The Declarant, or the Association, as applicable, may maintain an action in court having jurisdiction for such costs, together with all collection costs, including reasonable attorney's fees, and expenses incurred in pursuing such action. The costs shall constitute a lien on said Lot unless and until a final judgment of such court shall be entered in the Office of the Clerk of Superior Court of Onslow County. Any such lien obtained shall be subordinate to any first deed of trust.

**ARTICLE 6: WETLANDS AND CONSERVATION SPECIAL PROVISIONS:**

**Section 1.** Placement of dredged or fill material, or development within the waters of the United States and/or wetlands without a Department of the Army permit may constitute a violation of Section 301 of the Clean Water Act. This activity also requires notification to the Division of Water Quality, Stormwater and Wetlands Sections.

**Section 2.** It shall be the responsibility of each owner, prior to alteration of any lot, to

GLENN O'KEITH FISHER, Attorney at Law  
2505 Henderson Drive, Jacksonville, North Carolina 28546



determine if any Lot shall have been determined to meet the requirements for designation as a regulatory wetland. Any subsequent fill or alteration of this wetland shall conform to the requirements of state wetland rules adopted by the State of North Carolina in force at the time of the proposed alteration. The intent of this deed restriction is to prevent additional wetland fill, so the property Owner should not assume that a future application for fill will be approved. The property Owner shall report the name of the subdivision, in any application pertaining to wetland rules. This covenant is intended to insure the continued compliance with wetland rules adopted by the State of North Carolina therefore benefits may be enforced by the state of North Carolina. Declarant, the Association and the State of North Carolina and their respective successors and/or assigns, reserve and retain the right to go upon any Lot to inspect for compliance of such Lot with the wetlands regulations and to maintain, repair, replace and construct ditches and devices necessary to insure that such Lot is in compliance with such regulations. This covenant is to run with the land and shall be binding on all parties and all persons claiming under them.

**ARTICLE 7: STORMWATER MANAGEMENT PROVISIONS:**

**Section 1.** The following covenants are intended to insure ongoing compliance with State Stormwater Management Per No. SW8 070408, as issued by the Division of Water Quality under NCAC 2H. 1000.

**Section 2.** The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.

**Section 3.** These covenants are to run with the land and shall be binding upon all Owners and all persons and parties claiming under them.

**Section 4.** The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

**Section 5.** Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.

**Section 6.** The maximum allowable built-upon area (BUA) per Lot is shown on Exhibit A, attached hereto and incorporated herein as if fully set forth. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built-upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

**Section 7.** 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.

**Section 8.** If a Lot is within CAMA's regulated Area of Environmental Concern (AEC) if built upon area for that Lot, as calculated by CAMA, is less than the amount shown in these restrictions, the most restrictive BUA will be the maximum permitted limit for that Lot.

**Section 9.** Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.

**Section 10.** All roof drains shall terminate at least 30' from the mean high water mark.

**Section 11.** All permitted runoff from future development of the Properties shall be directed into the permitted stormwater control system. These connections to the stormwater control system shall be performed in a manner that maintains the integrity and performance of the stormwater control system as permitted.

**Section 12.** Declarant, the Association and the State of North Carolina and their

respective successors and/or assigns, reserve and retain the right to go upon any Lot to inspect for compliance of such Lot with the stormwater permit and to maintain, repair, replace and construct ditches and devices necessary to insure that such Lot is in compliance with such regulations. This covenant is to run with the land and shall be binding on all parties and all persons claiming under them.

**ARTICLE 8: DRAINAGE AND UTILITY 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 obstruct or retard the flow of water through a drainage channels in the easements. The easement area of each lot and al 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 9: EASEMENTS AND RIGHTS RESERVED BY THE DECLARANT:**

Declarant hereby reserves for itself, its successors and/or assigns, for any purposes it deems useful to its development of the Properties, the development of other property now owned, or which may be owned in the future by the Declarant, or the development of other property to which Declarant may grant the benefit of such easements, those easements shown on any recorded subdivision plat of the Properties, or subsequently annexed property, and the following additional easements and rights:

A. A perpetual easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage or other utilities including water and sewer services;

B. A perpetual easement for ingress, egress, regress and access and for the installation of utilities, further subdivision, and the right to dedicate to public use, over, under and upon all streets and drainage and utility easements shown on any recorded map of the Properties or lying within the subdivision and the water and sewer easements lying within the subdivision;

C. The right to grant easements for the purpose of ingress, egress, regress and access and for the maintenance and installation, use and maintenance of utilities and further subdivision, over, under and upon (i) all streets shown on any recorded map of the Properties and (ii) the drainage and utility easements and easements for the water and sewer systems located within the Properties, to any property outside the Subdivision and the Properties to which Declarant deems the grant of such easements desirable, whether or not the property to which the easements granted is owned by Declarant;

D. A perpetual easement over, under and upon all streets and drainage and utility easements shown on any recorded subdivision map of the Properties for the purpose of establishing, constructing and maintaining any underground utility, conduits and wires for telephone, electric power and other purposes and of laying, installing and maintaining facilities for sewage, potable and non-potable water, gas, storm drainage and other utilities therein. This reservation shall not be construed as an obligation of Declarant to provide or maintain any such activity or services;

E. A perpetual access easement over, under and upon the Lots to trim, cut and remove any trees and brush necessary for the installation, operation and maintenance if utility lines, gas, water and sewer mains and other services for the convenience fo the property owners and appurtenances thereto;

F. A perpetual easement for the construction, maintenance and replacement of signage, fencing, gating, gating mechanisms, and a gatehouse at the entrance to the Properties at such location as the Declarant shall decide.

G. A perpetual and exclusive easement for the installation and maintenance of radio and television cables within the rights-of-way and easement areas reserved and defined above;

H. A perpetual easement for ingress, egress, regress and access and for the installation and maintenance of utility lines and poles over the streets and easements shown on the recorded plat for the benefit of the property reserved by the Declarant and identified as "Open Space 5.77 ac Maintained by Owner/Developer" on the plat of the subdivision recorded in Map Book 55, Page 177, Slide M -531 of the Onslow County Public Registry. Nothing herein shall cause said property reserved by the Declarant to become subject to this Declaration or require the owner of said lot to pay any dues or be accessed any fees unless and until Declarant or the subsequent owner of said property shall specifically subject said property to the Declaration. Further, nothing herein shall limit or restrict the use or further subdivision of such property and the Declarant and/or subsequent owner of said property shall be given the same key, card or other mode of entry to enter any gates to the community as if the Declarant or subsequent owner of said property was a Lot Owner. This provision shall inure to the benefit of the Declarant and the subsequent owner(s) of the aforesaid property and shall run with the land;

I. As long as the Declarant is the owner of a Lot within the Properties, the Declarant reserves a blanket easement and right of way on, over and under the ground to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary. Following such action the Declarant shall restore the affected property to its original condition as near as practical. The Declarant shall give reasonable notice of its intent to take such action to all affected owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

**ARTICLE 10: EVAN'S CROSSING HOMEOWNERS' ASSOCIATION, INC:**

**Section 1.** The Declarant, their successors and/or assigns shall form or cause to be formed, an Association as a nonprofit corporation pursuant to the rules and requirements of Chapter 55A of the North Carolina General Statutes, prior to conveyance of any property to the Association.

**Section 2.** The owners of all Lots shall be members of the Association.

**Section 3.** The purpose of the Association shall be to oversee, inspect, maintain, repair and replace the Common Area, to fulfill obligations of the Association in regard to the Common Area, to enforce the provisions of the Stormwater Management Permit SW8 070408, to enforce each Lot owner's obligations with respect to all applicable North Carolina Sedimentation and Control Permits; said authority to be exercised, if and only if, and when and only when, Declarant transfers the Permit to the Association. Declarant shall have the absolute right to transfer said permit to the Association and the Association shall accept said transfer. Declarant is granted full authority on behalf of the Association to execute any acceptance of said permit on behalf of the Association and the Association shall execute any and all documents necessary to accept said permit. The Association shall have no authority with respect to Lots located in the subdivision until such time as Declarant transfers such rights to the Association. The Association, along with the owner of any Lot, shall have the right to enforce each owners' obligations under the Declaration.

**ARTICLE 11: ARCHITECTURAL CONTROL COMMITTEE:**

**Section 1. Submission of Plans and Specifications.** Except for original and initial construction and subsequent modification of improvements by the Declarant on any lot which such construction is and shall be exempt from the provisions of this provision, no building, wall, fence, landscaping, berm or hedge which act as a fence or privacy inducing structure, pier, dock, ornamentation, or other structure or improvements of any nature shall be erected, place or altered on any lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Committee have been approved in writing by the Architectural Control Committee. Each building, wall, fence or other structure or improvements of any nature, together with any ornamentation or landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plots

plans, or any of them, may be based on any ground, including purely aesthetic grounds which in the sole and uncontrolled discretion of said Architectural Control Committee deem sufficient. Any change in the appearance of any building, wall, fence or other structure or improvements and any change in the appearance of the landscaping (except the planting of flowers and shrubs indigenous to the area), shall be deemed an alteration requiring approval. The Architectural Control Committee shall have the power to promulgate such rules and regulations, as it deems necessary to carry out the provisions and intent of this paragraph.

**Section 2. Procedure.** (A) Within 30 days after receipt of all required plans, specifications and location information, the Architectural Control Committee shall submit in writing to the owner of the lot a response stating whether or not the requested improvements are approved. The response of the Architectural Control Committee may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate and the 30 day time period for response shall only commence upon the receipt of the requested additional information. Unless a response is given by the Architectural Control Committee within 30 days, the plan shall be deemed approved. Conditional approvals may be granted and if approval with conditions is granted and thereafter construction begins, the construction shall be deemed approved by the owner of the lot of the conditions imposed.

(B) Refusal of approval of plans, specifications and plot plans or any one or more of them may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall deem sufficient. The Architectural Control Committee shall make the following affirmative findings before any plans are approved:

- (1) That the improvements sought to be constructed will not have a negative economic impact on any other lot within the subdivision.
- (2) That all required specific buildings standards and other conditions contained within the Restrictive Covenants, By Laws and other subdivisions documents have been met.
- (3) That the improvements are architecturally compatible with proposed or constructed improvements on other lots within the subdivision.
- (4) That the natural features of the lot have been retained to the maximum extent possible.

**Section 3. Exterior Colors.** The paint, coating, stain and other exterior finishing colors on all buildings may be maintained as that originally installed, without prior approval of the Architectural Control Committee, but prior approval by the Architectural Control Committee shall be necessary before any such exterior finishing color is changed.

**Section 4. Membership of Committee.** Until such time as the sale of the last numbered lot in the subject property is evidenced by the recordation of a deed therefore, all rights, privileges, powers and authority granted herein to the initial Architectural Control Committee, to whom the specific power to act hereunder is expressly conveyed, shall be exercised by Declarant, its successors or assigns. In the event of the dissolution of Declarant or the failure of Declarant to specifically assign the rights, privileges, powers and authority hereunder prior to the sale of the last numbered lot in the subdivision known as the subject property, then any owner may provide notice to each owner by registered mail of a meeting to be held not less than 30 days thereafter, where the owners may elect, by a majority vote of those present and a quorum having been obtained, an Architectural Control Committee. The said committee shall be composed of three (3) owners and who shall serve until the next meeting. At any time after the initial meeting, the individual owners of record of three (3) lots may call a meeting to be held after 30 days notice by registered mail to all of the other said lot owners of record, and may elect a new Architectural Control Committee, fill any vacancies on the Architectural Control Committee, or remove the members of the existing Architectural Control Committee. A quorum for any meeting of individual lot owners shall be the owners of at least ten percent (10%) of the lots in the subdivision known as the subject property.

**Section 5. Committee Procedure.** A majority of the Architectural Control Committee may take any action said Committee is empowered to take, may designate a representative to act for the Architectural Control Committee, and may, upon the approval of the Board of Directors, employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor. The members of the Architectural Control Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee may establish a fee to cover the expense of reviewing plans and related data at the time plans are submitted for review in order to compensate any consulting architects, landscape architects, urban designers or attorneys.

**Section 6. Notice.** Any requirement for notice shall be complied with by mailing said notice to the address shown on the county tax records for the respective lot owner.

**ARTICLE 12: ASSOCIATION MEMBERSHIP, VOTING RIGHTS AND MANAGEMENT**

**Section 1. Membership.** Every owner of a Lot which is subject to assessment shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2. Management.** Management of the affairs of the Association shall be the right and responsibility of the Board of Directors of the Association provided, however, that subject to NCGS 47F-3-103(d), Declarant shall appoint and remove all members of the Board of Directors and officers, until the end of the period of Declarant control. Declarant Control shall end, at the earlier of:

- A. The sale of the last Lot by Declarant in the subdivision.
- B. On that date which is seven (7) years from the date of the recording of this document.

**ARTICLE 13: COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Purpose of Assessment.** The assessment described herein and levied by the Association or Declarant shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners, residents and their Lots in the Properties and for the improvements and maintenance, current and capital, of the Common Area including but not limited to, the maintenance and upkeep of the private roadway(s) located within the development in an all-weather passable condition, and any storm water control, wetlands or disposal improvements and all so includes the maintenance, repair, replacement and additions to the roadways, entrance ways with gates and signs, recreation areas, drainageways, and the cost of labor, equipment, materials, repairs, management and supervision thereof.

**Section 2. Creation of the Lien and Personal Obligation of Assessments.** All expenses of the Association shall be, and for the purposes of assessments, the common expense liability shall be assessed against the Lots are to be allocated equally among all lots. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 3. Maximum Annual Assessment.** The initial minimum annual assessment shall be **\$125.00** per year to be adjusted as follows:

a. From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased each year not more than twenty (20%) percent above the maximum assessment for the previous year without a vote of the membership.

b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above twenty (20%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

d. So long as there exists Declarant Control, the Declarant shall pay no dues or assessments but in lieu thereof the Declarant covenants and agrees to defray such deficit as may be required for maintenance up to the amount of the current operating budget.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for any purpose. Any such assessment shall have the assent of two-thirds (2/3) of the votes of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose. Special Assessments for insurance premiums, any uninsured loss or insurance deductibles shall not be limited by member approval.

**Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.**

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty (50%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting maybe called subject to the same notice requirement, and to the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than 60 days following the preceding meeting nor less than five (5) days following the preceding meeting.

**Section 7. Date of Commencement of Annual Assessments: Due Date.**

The annual assessments provided for herein shall commence as to all Lots on the date of the conveyance of the Lot from the Declarant to Owner unless the Owner to whom the lot is transferred is one-half or more owned by Declarant. In this event, the assessments shall not commence until the date such Lot is conveyed to an Owner not so owned by the Declarant, but in such event the Declarant's obligation to defray such deficit as may be required for maintenance up to the amount of the current operating budget as set forth in Section 3 above shall continue. The first annual assessment shall be adjusted according to the number of days remaining in the calendar year. The first year's Association dues shall be collected at the time of the purchase from the Declarant. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**Section 8. Effect of Nonpayment of Assessments: Remedies.**

Any assessment not paid when due are delinquent and within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) percent per annum or such other rate as the Association may determine. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or

abandonment of his Lot. Should the Association (or Declarant) find it necessary to employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions, all costs incurred in such enforcement, including court costs and a reasonable fee for counsel, shall be paid by the owner of such Lot or Lots against which such enforcement action is taken, and the Association (or Declarant) shall have a lien upon such Lot or Lots to secure payment of such costs.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE 14: GENERAL PROVISIONS:**

**Section 1. Term:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of then (10) years.

**Section 2. Enforcement:** In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the Association, its successors and assigns and the owners of the number lots in the subdivision, or any of them, jointly or severally, shall behave the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. Costs and reasonable attorney fees shall be recoverable by the Association as part of any judgment or order to enforce these Restrictive Covenants. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

**Section 2.1. Remedies Extended to the State of North Carolina:** To ensure that this subdivision is maintained consistent with the laws of the State of North Carolina, the State of North Carolina is specifically empowered to take such acts necessary by and through its officers to enforce any of these covenants against an owner. The State of North Carolina is specifically made a beneficiary of these covenants.

**Section 3. Modification of Restrictive Covenants:** Except as to specific rights retained by Declarant, these restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof during the first twenty (20) year period by written document executed by the Declarant or their successors in title and by the owner of not less than seventy-five percent (75%) or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone. After the expiration of the initial twenty (20) year period, these restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by not less than seventy-five percent (75%) of the Lot Owners, and recorded in the Register of Deeds of the County in which this Declaration is recorded.

**Section 4. Annexation:** Declarant, for itself and its successors and assigns, reserves the right to access and service other portions of property belonging to Declarant or other property designated by Declarant using the streets and the water and sewer systems shown on the recorded plat or lying within the subdivision and reserves the right to grant access for the purposes of ingress, egress, regress and the installation and maintenance of utilities and further subdivision over the streets shown on the recorded map and to the water and sewer systems within the

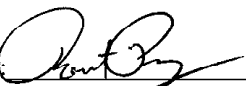
subdivision to any area outside the subdivision to which Declarant deems such grant desirable. Declarant reserves the right to annex additional portions of its property located in the area of the subdivision into this Subdivision and to make such additional property subject to the restrictions herein provided. In the event Declarant does so, the owners of such additional property and the owners of the lots in this Subdivision shall have identical rights and duties. Any such annexation(s) shall be evidenced by a written instrument of annexation recorded in the Office of the Register of Deeds of Onslow county, which refers to this instrument.

**Section 5: Transfer by Declarant:** The Declarant, by written and recorded instrument specifically referring to the provisions of this document, may transfer to a subsequent owner of the property now owned by Declarant in the general area of the Subdivision, any of the rights herein reserved by Declarant.

**Section 6. Severability:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this the day and year first above written.

ROCKLAND CONSTRUCTION  
COMPANY, INC.

By:   
Robert Perry, President

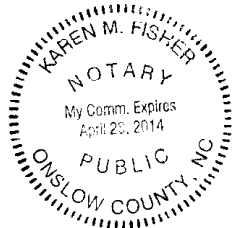
STATE OF NORTH CAROLINA  
ONslow COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Robert Perry, President of Rockland Construction Company, Inc.

This the 4<sup>th</sup> day of March, 2010.

My commission expires: 4-28-14 Karen M Fisher  
Notary Public  
Karen M. Fisher  
Typed or printed name of notary

NOTARY SEAL



GLENN O'KEITH FISHER, Attorney at Law  
2505 Henderson Drive, Jacksonville, North Carolina 28546



EXHIBIT A  
 to  
**MASTER DECLARATION OF CONDITIONS,  
 RESERVATIONS AND RESTRICTIONS OF EVANS CROSSING  
 EVANS CROSSING**

LOT	Lot Area	BUA
1	150860.23	39236
2	56149.57	14603
3	76076.75	19786
4	44738.88	11635
5	27033.21	7030
6	25107.07	6530
7	41941.54	10908
8	63173.78	16430
9	107801.2	28036
10	63119.08	16416
11	56032.78	14573
12	47024.79	12230
13	43428.5	11295
14	56503.95	14696
15	54240.54	14107
16	67436.62	17539
17	81263.67	21135
18	89072.69	23165
19	261946.44	68127
20	64664.46	16818
21	36741.81	9556
22	23323.66	6066
23	24046.72	6254
24	24373.28	6339
25	24312.48	6324
26	25398.79	6606
27	31676.67	8239
Open 1	38441.68	9998
<b>TOTAL</b>	<b>1705930.84</b>	<b>443677</b>

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 M/F 9/4