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BOOK 1077 PAGE 237

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NORTH CAROLINA

ONSLow COUNTY

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

This declaration made and entered into this 13th day of October, 1992 by and between Evansbrook, Inc., hereinafter called Declarant and Joyce Morgan and W. K. Morgan, Jr..

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain tract of land which includes Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 55, 58 and 63 as shown on that certain plat entitled "Phase I Section A Evansbrook" dated February, 1992 and recorded in Map Book 29, Page 41 (Slide F-389) in the Office of the Register of Deeds of Onslow County, reference to which is hereby made and incorporated by reference; and

WHEREAS, Joyce Morgan and husband, W. K. Morgan, Jr., are owners of Lot 59 and join in the execution of this instrument; and

WHEREAS, Declarant desires to impose upon said lots all of those restrictions, conditions and declarations appearing in that certain Declaration dated October 8, 1992, executed by W. K. Morgan, Sr. and recorded in Book 1074, Page 334, 335, 336, 337 and 338 in the Office of the Register of Deeds of Onslow County.

NOW, THEREFORE, Declarant hereby declares that all the lots hereinabove described appearing in Plat Book 29, Page 41 (Slide F-389), Office of the Register of Deeds shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to all of the conditions, restrictions and declarations included in the Declaration appearing in Book 1074, Page 334, 335, 336, 337 and 338 in the Office of the Register of Deeds of Onslow County, which is hereby incorporated in its entirety by reference.

Joyce Morgan and W. P. Morgan, Jr., the owners of Lot 59, as shown on the above referenced plat, join in the execution of this instrument for purposes of consenting to said restrictions and for the purpose of imposing said restrictions, declarations and conditions on Lot 59 as shown on the above referenced plat.

IN TESTIMONY WHEREOF, Evansbrook, Inc. has caused this instrument to be executed in its corporate name by its President, attested by its Secretary and its corporate seal affixed, all by authority of its Board of Directors, duly given. Joyce Morgan and husband, W. K. Morgan, Jr. hereunto affixed their hands and seals the day and year first above written.

EVANSBROOK, INC.

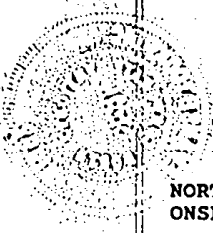
By: [Signature]
President

Attest:

[Signature]
Secretary

[Signature] (SEAL)
Joyce Morgan

[Signature] (SEAL)
W. K. Morgan, Jr.



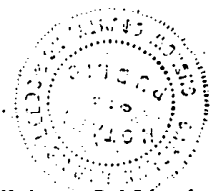
NORTH CAROLINA
ONSLow COUNTY

I, Carolyn Harris Leeds a Notary Public in and for the County and State aforesaid, do hereby certify that W.K. Morgan, Jr. personally came before me this day and acknowledged that he/she is _____ Secretary of Evansbrook, Inc., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by W.K. Morgan, Jr. as its _____ Secretary.

WITNESS my hand and notarial seal, this the 27th day of October, 1992.

Carolyn Harris Leeds
Notary Public

My Commission Expires:
7-18-95



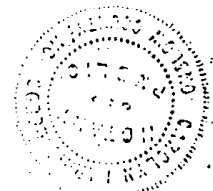
NORTH CAROLINA
ONSLow COUNTY

I, Carolyn Harris Leeds a Notary Public in and for the County and State aforesaid, do hereby certify that Joyce Morgan and W. K. Morgan, Jr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 27th day of October, 1992.

Carolyn Harris Leeds
Notary Public

My Commission Expires:
7-18-95



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NORTH CAROLINA, Onslow County
The foregoing certificate(s) of Carolyn Harris Leeds

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 1077 Page 237 This 27 day of October
19 92 A.D. at 2:03 o'clock P. M.
Michael M. Thomas By _____
Register of Deeds, Onslow County Register of Deeds

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EVANSBROOK, PHASE I 92 OCT 9 AM 8 21

THIS DECLARATION, made and entered into effect this 8TH day of OCTOBER, 1992, by and between W.K. Morgan, Sr., party of the first part (hereinafter referred to as "Developer"); and, PROSPECTIVE PURCHASERS of lots in Evansbrook, a residential subdivision located in the City of Jacksonville, Jacksonville Township, Onslow County, North Carolina, parties of the second part (hereinafter collectively referred to as the "Owners");

WITNESSETH:

WHEREAS, Developer is the owner of all of that tract of real property located in the City of Jacksonville, Jacksonville Township, Onslow County, North Carolina more particularly shown and delineated on that certain map or plat entitled "EVANSBROOK", Phase I, recorded in Plat Cabinet Book 29, Page 41 at Slide F-389, in the office of the Register of Deeds of Onslow County, North Carolina, reference to said map or plat being hereby specifically made; and,

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

NOW, THEREFORE, Developer hereby declares that all numbered lots shown on the aforesaid map or plat entitled "EVANSBROOK", Phase I, recorded in Plat Cabinet Book 29, Page 41, at Slide F-389 in the office of the Register of Deeds of Onslow County, North Carolina are and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to this Declaration and the following covenants. This Declaration and the covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest and to the lots, or any parts thereof, which are subject to this Declaration.

ARTICLE I

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

ARTICLE II

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

ARTICLE III

All lots shall be used for residential purposes only, and no building shall be erected, placed or permitted to remain on any lot other than one detached single family dwelling. There shall not be multiple families residing in any one single family dwelling.

ARTICLE IV

The floor area of a single story dwelling shall not be less than 2,000 square feet of ground floor space, and the ground floor area of a two or more story dwelling shall not be less than 1,400 square feet. The minimum ground floor area herein referred to shall not include basements, attics, garages, breezeways or open porches of any type. The Declarant may allow variances in the size of permitted dwellings, such variances not to exceed ten percent (10%) of the minimum square footage as set forth in this Section. Any permitted dwelling for which a size variance has been approved by the Declarant shall not be deemed to be in violation of this Section.

ARTICLE V

No building shall be erected, placed or altered on any premises in said subdivision until the building plans, specifications, and plots showing the location of such building and landscape plan, have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to the location of the building with respect to topography and finished ground elevation by an architectural committee composed of three persons designated and appointed by Declarant or its assigns. In the event said committee fails to approve or disapprove such design or location within forty-five (45) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE VI

Unless the Owner of a lot implements storm water control measures as approved by the Division of Environmental Management, Department of Natural Resources and Community Development of the State of North Carolina, no lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials in excess of the total square footage, designated as Maximum Built-Upon Area:

Lots 21 thru 31	Maximum Built-upon area	6,381 S.F. each
Lot 32	Maximum Built-upon area	5,000 S.F. each
Lots 33 thru 41	Maximum Built-upon area	6,381 S.F. each
Lots 55 thru 58	Maximum Built-upon area	6,381 S.F. each
Lot 59	Maximum Built-upon area	6,000 S.F. each
Lot 60	Maximum Built-upon area	5,000 S.F. each
Lot 63	Maximum Built-upon area	5,000 S.F. each

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

ARTICLE VII

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

ARTICLE VIII

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

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ARTICLE IX

No building erected on any lot other than a corner lot shall face other than the street upon which the said lot faces. No building shall be located nearer the front, side yard, or side street lot lines than the minimum setback lines set out on the plat recorded on Map Book 29, Page 41, Onslow County Registry. Regardless of any other provisions hereof, there shall be a tolerance or variation of no more than ten (10%) percent as to the front, side yard, and side street setback lines.

ARTICLE X

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

ARTICLE XI

Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner. Any dwelling constructed on any lot shall provide at least one fully enclosed vehicle storage space. The opening to such vehicle storage space shall not face in the same direction as the front of the dwelling. No recreational vehicle, boat or trailer may be stored in any front or side yard.

ARTICLE XII

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

ARTICLE XIII

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

ARTICLE XIV

No tree, measuring more than six (6) inches in diameter at a point five (5) feet above ground level shall be cut, destroyed or removed from any lot unless dead or diseased or unless it impedes the construction of a dwelling, driveways, utilities, or impedes drainage within drainage easements, or if it is deemed hazardous or unsafe to the occupants of the dwelling. Provided, however, this restriction shall be limited to an area equal to fifty (50%) percent of the lot area including front, side, and rear yards.

ARTICLE XV

Drainage and utility easements as shown on the recorded plat are reserved. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Additional easements for the installation and maintenance of drainage and utilities facilities, landscaping and installation and maintenance of signs and corner sight easements are hereby reserved as more particularly designated and shown on the recorded maps of the subdivision. The easements as reserved herein are reserved exclusively to the Declarant for such purposes as Declarant may deem incidental and appropriate to its overall development plan. Further, Declarant reserves the right to subject the real property shown on the recorded plat to a contract with Carolina Power and Light 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 Carolina Power and Light Company by the owner of each dwelling.

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ARTICLE XVI

All roofing of asphalt or fiberglass type shall be of the 300 pound or more "architectural line" shingles. All roofs shall have a 5/12 pitch or greater.

ARTICLE XVII

No signboards of any description shall be displayed on any lot, with the exception of signs "For Rent", "For Sale" or signs designating lot numbers, which signs shall not exceed three (3) feet by three (3) feet in size.

ARTICLE XVIII

No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No truck or commercial vehicle in excess of three-quarter (3/4) ton load capacity shall be parked or permitted to remain on any lot. No wrecked or junked motor vehicle or vehicle without current license plates or registration shall be permitted to remain upon any lot.

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

All Lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulations of rubbish or debris shall be permitted. No lot shall be used or maintained in an unsightly manner or utilized as a dumping ground for rubbish, trash, or debris. All rubbish, trash, debris, garbage and all waste shall be kept only in sanitary containers and all such containers or other equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept providing they are not kept, bred or maintained for commercial purposes and do not constitute a danger or nuisance to Lot owners, their family, guests and invitees.

ARTICLE XIX

Servant houses and other outbuildings may be constructed on any lot after a residence has been built upon said lot. Such outbuildings shall be constructed of materials harmonious with the decor of the residence, and are also subject to review by the architectural committee.

ARTICLE XX

No satellite dishes of any kind or electronic transmission or receiving antennae shall be allowed or permitted upon any lot in the subdivision. Solar panels shall not face in the same direction as the front of the dwelling, nor shall they be visible from the front of the dwelling.

ARTICLE XXI

These covenants shall run with the land and be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date that these covenants are recorded, and after that time, these covenants shall be extended automatically for successive periods of ten (10) years each. These covenants may be amended in full or in part during the first twenty-five (25) year period by an instrument signed by not less than ninety percent (90%) of the Owners and, thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners; provided, however, that no amendment shall be made to Article VI without the consent of the Director of the Division of Environmental Management of the Department of Natural Resources and Community Development of the State of North Carolina or any subsequent department or agency of the State of North Carolina or any subsequent department or agency of the State of North Carolina having jurisdiction over storm water runoff regulations. To be effective, any amendment must be recorded in the office of the Registrar of Deeds of Onslow County, North Carolina and a marginal entry of the same must be signified on the face of this Declaration.

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ARTICLE XXII

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

ARTICLE XXIII

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

IN TESTIMONY WHEREOF, the party of the first part has caused this instrument to be executed under seal and in such form as to be binding this the day and year first above written.

W.K. Morgan Sr
W.K. Morgan, Sr.

NORTH CAROLINA
ONSLow COUNTY

I, CAROLYN HARRIS LEEDS, a Notary Public in and for said County and state do hereby certify that W.K. Morgan, Sr. personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 8TH day of OCTOBER, 1992.

Carolyn Harris Leeds
Notary Public

My commission expires:
JULY 18, 1995



STATE OF NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Carolyn Harris Leeds

is (are) certified to be correct. This instrument was presented for registration this 9 day of October, 19 92, at 8:21 A.M., P.M., and duly recorded in the office of the Register of Deeds of Onslow County, North Carolina, in Book 1074, Page 334

This the 9 day of October, 19 92

Michael M. Thomas
REGISTER OF DEEDS

ASSISTANT, DEPUTY
REGISTER OF DEEDS

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WMBAC

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1994 MAY -4 PM 3: 53

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EVANSBROOK, PHASE I, SECTION B

THIS DECLARATION, made and entered into this 2nd day of May, 1994, by and between EVANSBROOK, INC., party of the first part (hereinafter referred to as "DEVELOPER") and W. K. MORGAN, SR., and wife, MARY B. MORGAN (hereinafter referred to as "MORGAN"); and, PROSPECTIVE PURCHASERS of lots in Evansbrook, a residential subdivision located in the City of Jacksonville, Jacksonville Township, Onslow County, North Carolina, parties of the second part (hereinafter collectively referred to as the "OWNERS");

W I T N E S S E T H:

WHEREAS, DEVELOPER and MORGAN are the owners of all of that tract of real property located in the City of Jacksonville, Jacksonville Township, Onslow County, North Carolina more particularly shown and delineated on that certain map or plat entitled "EVANSBROOK", Phase I, Section B, recorded in Plat Book 30, Page 189, Slide G-377, in the Office of the Register of Deeds of Onslow County, North Carolina, reference to said map or plat being hereby specifically made; and

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

NOW, THEREFORE, DEVELOPER and MORGAN hereby declare that all numbered lots shown on the aforesaid map or plat entitled "EVANSBROOK", Phase I, Section B, recorded in Plat Book 30, Page 189, at Slide G-377 in the Office of the Register of Deeds of Onslow County, North Carolina are and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to

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this Declaration and the following covenants. This Declaration and the covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest and to the lots, or any parts thereof, which are subject to this Declaration.

ARTICLE I

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

Lots 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54 as shown on that certain plat entitled "Phase I, Section B, EVANSBROOK, Jacksonville Township, Onslow County, North Carolina", dated February 18, 1994 and recorded in Plat Book 30, Page 189, Slide G-377, Onslow County Registry, to which plat reference is hereby made for greater certainty of description.

ARTICLE II

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

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property, and thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE III

All lots shall be used for residential purposes only, and no building shall be erected, placed or permitted to remain on any lot other than one detached single family dwelling. There shall not be multiple families residing in any one single family dwelling.

ARTICLE IV

The floor area of a single dwelling shall not be less than 2,000 square feet of ground floor space, and the ground floor area of a two or more story dwelling shall not be less than 1,400 square feet. The minimum ground floor area herein referred to shall not include basements, attics, garages, breezeways or open porches of any type. The Declarant may allow variances in the size of permitted dwellings, such variances not to exceed ten percent (10%) of the minimum square footage as set forth in this Section. Any permitted dwellings for which a size variance has been approved by the Declarant shall not be deemed to be in violation of this Section.

ARTICLE V

No building shall be erected, placed or altered on any premises in said subdivision until the building plans, specifications, and plots showing the location of such building and landscape plan, have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to the location of the building with respect to topography and finished ground elevation by an architectural committee composed of three persons designated and appointed by Declarant or its assigns. In the event said committee fails to approve or disapprove such design or location within forty-five

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(45) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE VI

Unless the owner of a lot implements storm water control measures as approved by the Division of Environmental Management, Department of Natural Resources and Community Development of the State of North Carolina, no lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials in excess of the total square footage, designated as Maximum Built-Upon Area:

Lots 42, 43, 44, 45, 46, 47, 48, 49, 50, 51,
52, 53, 54 - Maximum Built Upon Area -
7,284 S.F. each

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

ARTICLE VII

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

ARTICLE VIII

No lot shall be subdivided by sale or otherwise, except to increase the size of an adjacent lot, in which event the remainder

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shall be sold or otherwise utilized as a part of the lot adjacent to it.

ARTICLE IX

No building erected on any lot other than a corner lot shall face other than the street upon which the said lot faces. No building shall be located nearer the front, side yard or side street lot lines than the minimum setback lines set out on the plat recorded in Map Book 30, Page 189, Onslow County Registry. Regardless of any other provisions hereof, there shall be a tolerance or variation of no more than ten (10%) percent as to the front, side yard, and side street setback lines.

ARTICLE X

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

ARTICLE XI

Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner. Any dwelling constructed on any lot shall provide at least one fully enclosed vehicle storage space. The opening to such vehicle storage space shall not face in the same direction as the front of the dwelling. No recreational vehicle, boat or trailer may be stored in any front or side yard.

ARTICLE XII

No residence of a temporary nature shall be erected or allowed to remain on any lot and no trailer, basement, shack, tent, garage, barn or other building of a similar nature shall be

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used as residence on any lot, either temporarily or permanently. No construction, storage building or shed and no trailer, truck or other vehicle used for the storage of materials or equipment for construction of improvements on any lot shall be kept on any lot overnight at an time including during construction of said improvements unless parking or located in the rear of the residence located on said lot.

ARTICLE XIII

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

ARTICLE XIV

No tree, measuring more than six (6) inches in diameter at a point five (5) feet above ground level shall be cut, destroyed or removed from any lot unless dead or diseased or unless it impedes the construction of a dwelling, driveways, utilities or impedes drainage within drainage easements, or if it is deemed hazardous or unsafe to the occupants of the dwelling. Provided, however, this restriction shall be limited to an area equal to fifty (50%) percent of the lot area including front, side, and rear yards.

ARTICLE XV

Drainage and utility easements as shown on the recorded plat are reserved. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through channels in the easements. The easement area of each lot and all improvements in it shall be maintained

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continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Additional easements for the installation and maintenance of drainage and utilities facilities, landscaping and installation and maintenance of signs and corner sight easements are hereby reserved as more particularly designated and shown on the recorded maps of the subdivision. The easements as reserved herein are reserved exclusively to the Declarant for such purposes as Declarant may deem incidental and appropriate to its overall development plan. Further, Declarant reserves the right to subject the real property shown on the recorded plat to a contract with Carolina Power and Light 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 Carolina Power and Light Company by the owner of each dwelling.

ARTICLE XVI

All roofing of asphalt or fiberglass type shall be of the 300 pound or more "architectural line" shingles. All roofs shall have a 5/12 pitch or greater.

ARTICLE XVII

No signboards of any description shall be displayed on any lot, with the exception of signs "For Rent", "For Sale" or sign designating lot numbers, which signs shall not exceed three (3) feet by three (3) feet in size.

ARTICLE XVIII

No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become a nuisance to the neighborhood. No truck or commercial vehicle in excess of three-quarter (3/4) ton load capacity shall be parked or permitted to remain on any lot. No wrecked or junked

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motor vehicle or vehicle without current license plates or registration shall be permitted to remain upon any lot.

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

All lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulations of rubbish or debris shall be permitted. No lot shall be used or maintained in an unsightly manner or utilized as dumping ground or rubbish, trash or debris. All rubbish, trash, debris, garbage and all waste shall be kept only in sanitary containers and all such containers or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept providing they are not kept, bred or maintained for commercial purposes and do not constitute a danger or nuisance to lot owners, their family, guests and invitees.

ARTICLE XIX

Servant houses and other outbuildings may be constructed on any lot after a residence has been built upon said lot. Such outbuildings shall be constructed of material harmonious with the decor of the residence, and are also subject to review by the architectural committee.

ARTICLE XX

No satellite dishes of any kind or electronic transmission or receiving antennae shall be allowed or permitted upon any lot in the subdivision. Solar panels shall not face in the same direction as the front of the dwelling, nor shall they be visible from the front of the dwelling.

BOOK 1180 PAGE 373

ARTICLE XXI

These covenants shall run with the land and be binding upon all parties and persons claiming under them for a period of twenty-five (25) years from the date that these covenants are recorded, and after that time, these covenants shall be extended automatically for successive periods of ten (10) years each. These covenants may be amended in full or in part during the first twenty-five (25) year period by an instrument signed by not less than ninety (90%) percent of the owners and, thereafter by an instrument signed by not less than seventy-five (75%) percent of the owners; provided, however, that no amendment shall be made to Article VI without the consent of the Director of the Division of Environmental Management of the Department of Natural Resources and Community Development of the State of North Carolina or any subsequent department or agency of the State of North Carolina or any subsequent department or agency of the State of North Carolina having jurisdiction over storm water runoff. To be effective, any amendment must be recorded in the Office of the Register of Deeds of Onslow County, North Carolina and a marginal entry of the same must be signified on the face of this Declaration.

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

ARTICLE XXIII

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

IN TESTIMONY WHEREOF, EVANSBROOK, INC. has caused this instrument to be executed in its corporate name by its President and Secretary, and its corporate seal affixed, all by authority of its Board of Directors duly given, and W. K. MORGAN, SR. and MARY

BOOK 1180 PAGE 374

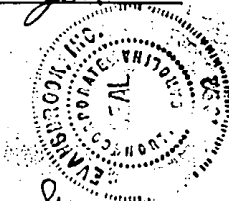
B. MORGAN, have affixed their hands and seals, the day and year first above written.

EVANSBROOK, INC.

By: *Henry E. Morgan*
President

ATTEST:

M. B. Morgan
Secretary



W. K. Morgan Sr.
W. K. MORGAN, SR.

Mary B. Morgan
MARY B. MORGAN

BOOK 1180 PAGE 375

NORTH CAROLINA
ONSLOW COUNTY

I, Carolyn Harris Leeds a Notary Public in and for the County and State aforesaid, do hereby certify that W. Kenneth Morgan Jr. personally came before me this day and acknowledged that ~~he~~ she is _____ Secretary of Evansbrook, Inc., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by W. Kenneth Morgan Jr. as its _____ Secretary.

WITNESS my hand and notarial seal, this the 4th day of May, 1994.

Carolyn Harris Leeds
Notary Public

My Commission Expires:
July 18, 1995



NORTH CAROLINA
ONSLOW COUNTY

I, Carolyn Harris Leeds a Notary Public in and for the County and State aforesaid, do hereby certify that W. K. Morgan, Sr. and Mary B. Morgan personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 4th day of May, 1994.

Carolyn Harris Leeds
Notary Public

My Commission Expires:
July 18, 1995



STATE OF NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Carolyn Harris Leeds is (are) certified to be correct. This instrument was presented for registration this 4th day of May, 1994, at 3:55 P.M. A.M., P.M., and duly recorded in the office of the Register of Deeds of Onslow County, North Carolina, in Book 1180, Page 365.

This the 4th day of May, 1994.

Medred M. Brown
REGISTER OF DEEDS

ASSISTANT, DEPUTY
REGISTER OF DEEDS

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WMSac

BOOK 1452 PAGE 79
DEC 7 1998 4:02

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EVANSBROOK, PHASE I, SECTION C

THIS DECLARATION, made and entered into this 7th day of May, 1998, by and between EVANSBROOK, INC., party of the first part (hereinafter referred to as "DEVELOPER") and W. K. MORGAN, SR., and wife, MARY B. MORGAN (hereinafter referred to as "MORGAN"); and, PROSPECTIVE PURCHASERS of lots in Evansbrook, a residential subdivision located in the City of Jacksonville, Jacksonville Township, Onslow County, North Carolina, parties of the second part (hereinafter collectively referred to as the "OWNERS");

W I T N E S S E T H:

WHEREAS, DEVELOPER and MORGAN are the owners of all of that tract of real property located in the City of Jacksonville, Jacksonville Township, Onslow County, North Carolina more particularly shown and delineated on that certain map or plat entitled "EVANSBROOK", Phase I, Section C, recorded in Plat Book 36, Page 57, Slide J-804, in the Office of the Register of Deeds of Onslow County, North Carolina, reference to said map or plat being hereby specifically made; and

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

NOW, THEREFORE, DEVELOPER and MORGAN hereby declare that all numbered lots shown on the aforesaid map or plat entitled "EVANSBROOK", Phase I, Section C, recorded in Plat Book 36, Page 57, at Slide J-804 in the Office of the Register of Deeds of Onslow County, North Carolina are and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to

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BOOK 1452 PAGE 80

this Declaration and the following covenants. This Declaration and the covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest and to the lots, or any parts thereof, which are subject to this Declaration.

ARTICLE I

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

Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 65, 66 and 67 as shown on that certain plat entitled "Phase I, Section C, EVANSBROOK, Jacksonville Township, Onslow County, North Carolina", dated February 18, 1994 and recorded in Plat Book 36, Page 57, Slide J-804, Onslow County Registry, to which plat reference is hereby made for greater certainty of description.

ARTICLE II

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

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BOOK 1452 PAGE 81

property, and thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE III

All lots shall be used for residential purposes only, and no building shall be erected, placed or permitted to remain on any lot other than one detached single family dwelling. There shall not be multiple families residing in any one single family dwelling.

ARTICLE IV

The floor area of a single dwelling shall not be less than 2,000 square feet of ground floor space, and the ground floor area of a two or more story dwelling shall not be less than 1,400 square feet. The minimum ground floor area herein referred to shall not include basements, attics, garages, breezeways or open porches of any type. The Declarant may allow variances in the size of permitted dwellings, such variances not to exceed ten percent (10%) of the minimum square footage as set forth in this Section. Any permitted dwellings for which a size variance has been approved by the Declarant shall not be deemed to be in violation of this Section.

ARTICLE V

No building shall be erected, placed or altered on any premises in said subdivision until the building plans, specifications, and plots showing the location of such building and landscape plan, have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to the location of the building with respect to topography and finished ground elevation by an architectural committee composed of three persons designated and appointed by Declarant or its assigns. In the event said committee fails to approve or disapprove such design or location within forty-five (45) days after said plans and specifications have been submitted

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BOOK 1452 PAGE 82

to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE VI

Unless the owner of a lot implements storm water control measures as approved by the Division of Environmental Management, Department of Natural Resources and Community Development of the State of North Carolina, no lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials in excess of the total square footage, designated as Maximum Built-Upon Area.

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

ARTICLE VII

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

ARTICLE VIII

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

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ARTICLE IX

No building erected on any lot other than a corner lot shall face other than the street upon which the said lot faces. No building shall be located nearer the front, side yard or side street lot lines than the minimum setback lines set out on the plat recorded in Map Book 30, Page 189, Onslow County Registry. Regardless of any other provisions hereof, there shall be a tolerance or variation of no more than ten (10%) percent as to the front, side yard, and side street setback lines.

ARTICLE X

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

ARTICLE XI

Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner. Any dwelling constructed on any lot shall provide at least one fully enclosed vehicle storage space. The opening to such vehicle storage space shall not face in the same direction as the front of the dwelling. No recreational vehicle, boat or trailer may be stored in any front or side yard.

ARTICLE XII

No residence of a temporary nature shall be erected or allowed to remain on any lot and no trailer, basement, shack, tent, garage, barn or other building of a similar nature shall be used as residence on any lot, either temporarily or permanently. No construction, storage building or shed and no trailer, truck or other vehicle used for the storage of materials or equipment for

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BOOK 1452 PAGE 84

construction of improvements on any lot shall be kept on any lot overnight at an time including during construction of said improvements unless parking or located in the rear of the residence located on said lot.

ARTICLE XIII

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

ARTICLE XIV

No tree, measuring more than six (6) inches in diameter at a point five (5) feet above ground level shall be cut, destroyed or removed from any lot unless dead or diseased or unless it impedes the construction of a dwelling, driveways, utilities or impedes drainage within drainage easements, or if it is deemed hazardous or unsafe to the occupants of the dwelling. Provided, however, this restriction shall be limited to an area equal to fifty (50%) percent of the lot area including front, side, and rear yards.

ARTICLE XV

Drainage and utility easements as shown on the recorded plat are reserved. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Additional easements for the installation and

WALLEN, MURPHY, DOTSON & CARTER - 325 NEW BRIDGE STREET - JACKSONVILLE, NC 27206 - (919) 455-1215

BOOK 1452 PAGE 85

maintenance of drainage and utilities facilities, landscaping and installation and maintenance of signs and corner sight easements are hereby reserved as more particularly designated and shown on the recorded maps of the subdivision. The easements as reserved herein are reserved exclusively to the Declarant for such purposes as Declarant may deem incidental and appropriate to its overall development plan. Further, Declarant reserves the right to subject the real property shown on the recorded plat to a contract with Carolina Power and Light 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 Carolina Power and Light Company by the owner of each dwelling.

ARTICLE XVI

All roofing of asphalt or fiberglass type shall be of the 300 pound or more "architectural line" shingles. All roofs shall have a 5/12 pitch or greater.

ARTICLE XVII

No signboards of any description shall be displayed on any lot, with the exception of signs "For Rent", "For Sale" or sign designating lot numbers, which signs shall not exceed three (3) feet by three (3) feet in size.

ARTICLE XVIII

No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become a nuisance to the neighborhood. No truck or commercial vehicle in excess of three-quarter (3/4) ton load capacity shall be parked or permitted to remain on any lot. No wrecked or junked motor vehicle or vehicle without current license plates or registration shall be permitted to remain upon any lot.

No boats, mobile homes, recreational vehicles, trailers, camper trailers or camping vehicles shall be parked or permitted

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BOOK 1452 PAGE 86

to remain in any subdivision street as shown on the recorded plat. Such vehicles may be parked or permitted behind the primary residential dwelling on a lot so as not to be visible from any subdivision street.

All lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulations of rubbish or debris shall be permitted. No lot shall be used or maintained in an unsightly manner or utilized as dumping ground or rubbish, trash or debris. All rubbish, trash, debris, garbage and all waste shall be kept only in sanitary containers and all such containers or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept providing they are not kept, bred or maintained for commercial purposes and do not constitute a danger or nuisance to lot owners, their family, guests and invitees.

ARTICLE XIX

Servant houses and other outbuildings may be constructed on any lot after a residence has been built upon said lot. Such outbuildings shall be constructed of material harmonious with the decor of the residence, and are also subject to review by the architectural committee.

ARTICLE XX

No satellite dishes of any kind or electronic transmission or receiving antennae shall be allowed or permitted upon any lot in the subdivision. Solar panels shall not face in the same direction as the front of the dwelling, nor shall they be visible from the front of the dwelling.

ARTICLE XXI

These covenants shall run with the land and be binding upon all parties and persons claiming under them for a period of

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BOOK 1452 PAGE 87

twenty-five (25) years from the date that these covenants are recorded, and after that time, these covenants shall be extended automatically for successive periods of ten (10) years each. These covenants may be amended in full or in part during the first twenty-five (25) year period by an instrument signed by not less than ninety (90%) percent of the owners and, thereafter by an instrument signed by not less than seventy-five (75%) percent of the owners; provided, however, that no amendment shall be made to Article VI without the consent of the Director of the Division of Environmental Management of the Department of Natural Resources and Community Development of the State of North Carolina or any subsequent department or agency of the State of North Carolina or any subsequent department or agency of the State of North Carolina having jurisdiction over storm water runoff. To be effective, any amendment must be recorded in the Office of the Register of Deeds of Onslow County, North Carolina and a marginal entry of the same must be signified on the face of this Declaration.

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

ARTICLE XXIII

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

IN TESTIMONY WHEREOF, EVANSBROOK, INC. has caused this instrument to be executed in its corporate name by its President and Secretary, and its corporate seal affixed, all by authority of its Board of Directors duly given, and W. K. MORGAN, SR. and MARY B. MORGAN, have affixed their hands and seals, the day and year first above written.

WARREN, ABLETT, POTVIN & CARTER • 33 NEW BRIDGE STREET • JACKSONVILLE, NC 28540 • (919) 455-1215

BOOK 1452 PAGE 88

EVANSBROOK, INC.

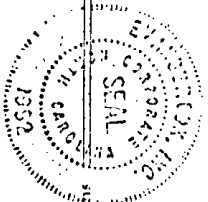
By: Ken E. Morgan
President

ATTEST:

W.K. Morgan
Secretary

W.K. Morgan
W. K. MORGAN, SR.

Mary B. Morgan
MARY B MORGAN



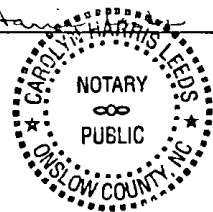
NORTH CAROLINA
ONSWLOW COUNTY

I, Carolyn Harris Leeds a Notary Public in and for the County and State aforesaid, do hereby certify that W. Kenneth Morgan, Jr. personally came before me this day and acknowledged that he/she is _____ Secretary of Evansbrook, Inc., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by W. Kenneth Morgan, Jr. as its _____ Secretary.

WITNESS my hand and notarial seal, this the 7th day of May, 1998.

Carolyn Harris Leeds
Notary Public

My Commission Expires:
July 18, 2000



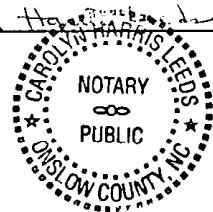
NORTH CAROLINA
ONSWLOW COUNTY

I, Carolyn Harris Leeds a Notary Public in and for the County and State aforesaid, do hereby certify that W. K. Morgan, Sr. and Mary B. Morgan personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 7th day of May, 1998.

Carolyn Harris Leeds
Notary Public

My Commission Expires:
July 18, 2000



BOOK 1452 PAGE 89

STATE OF NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Carolyn Harris Leeds

is (are) certified to be correct. This instrument was presented for registration this 7th day of May, 1998, at 4:02 ~~PM~~ P.M., and duly recorded in the office of the Register of Deeds of Onslow County, North Carolina, in Book 1452, Page 79.

This the 7th day of May, 1998.

Medel M. Thomas
REGISTER OF DEEDS

ASSISTANT, DEPUTY
REGISTER OF DEEDS

WARREN, MILDRED, DOTSON & CARTER • 225 NEW BRIDGE STREET • JACKSONVILLE, NC 28540 • 910/455-1215

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EVANSBROOK, PHASE II, SECTION "D"**

29
9/23/05
HWS

THIS DECLARATION, made and entered into effect this 22 day of February, 2005, by and between W.K. Morgan, Sr. and Mary B. Morgan, party of the first part (hereinafter referred to as "Developer"); and, PROSPECTIVE PURCHASERS of lots in Evansbrook, a residential subdivision located in the City of Jacksonville, Jacksonville Township, Onslow County, North Carolina, parties of the second part (hereinafter collectively referred to as the "Owners");

WITNESSETH:

WHEREAS, Developer is the owner of all of that tract of real property located in the City of Jacksonville, Jacksonville Township, Onslow County, North Carolina more particularly shown and delineated on that certain map or plat entitled "EVANSBROOK", Phase II, recorded in Plat Cabinet Book 47 209, Page at Slide L - 588, in the office of the Register of Deeds of Onslow County, North Carolina, reference to said map or plat being hereby specifically made; and,

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


NOW, THEREFORE, Developer hereby declares that all numbered lots shown on the aforesaid map or plat entitled "EVANSBROOK", Phase II, recorded in Plat Cabinet Book 47, Page 209, at Slide L - 588 in the office of the Register of Deeds of Onslow County, North Carolina are and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to this Declaration and the following covenants. This Declaration and the covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest and to the lots, or any parts thereof, which are subject to this Declaration.

ARTICLE I

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

ARTICLE II

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


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Onslow County, NC

of lots therein. Developer reserves the right of first refusal to purchase any lot held by purchaser prior to any resale of any lot.

ARTICLE III

All lots shall be used for residential purposes only, and no building shall be erected, placed or permitted to remain on any lot other than one detached single family dwelling. There shall not be multiple families residing in any one single family dwelling.

ARTICLE IV

The floor area of a single story dwelling shall not be less than 2,000 square feet of ground floor space, and the ground floor area of a two or more story dwelling shall not be less than 1,400 square feet. *The minimum ground floor area herein referred to shall not include basements, attics, garages, breezeways or open porches of any type.* The Declarant may allow variances in the size of permitted dwellings, such variances not to exceed ten percent (10%) of the minimum square footage as set forth in this Section. Any permitted dwelling for which a size variance has been approved by the Declarant shall not be deemed to be in violation of this Section.

ARTICLE V

No building shall be erected, placed or altered on any premises in said subdivision until the building plans, specifications, and plots showing the location of such building and landscape plan, have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to the location of the building with respect to topography and finished ground elevation by an architectural committee composed of three persons designated and appointed by Declarant or its assigns. *In the event said committee fails to approve or disapprove such design or location within forty-five (45) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.* Members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE VI

STORMWATER MANAGEMENT REQUIREMENTS:

A. For all projects

1. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8040329, as issued by the Division of Water Quality Under NCAC 2H.1000.

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.

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

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.

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

B. Low Density Subdivision with Curbs and Gutters

1. The maximum allowable built-upon area per lot is 4630 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.

2. 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.

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

4. All roof drains shall terminate at least 30' from the mean high water mark of surface waters.

C. Low Density Subdivision with Curbs and Gutters

1. Filling in, piping or altering any designated 5:1 curb outlet swale associated with the development is prohibited by any persons.

2. This project proposes a curb outlet system. Each designated curb outlet swale shown on the approved plan must be maintained at a minimum of 100' long with 5:1 (H:V) side slopes or flatter, have a longitudinal slope no steeper than 5%, carry the flow from a 10 year storm in a non-erosive manner, and maintain a dense vegetated cover.

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

No building erected on any lot other than a corner lot shall face other than the street upon which the said lot faces. No building shall be located nearer the front, side yard, or side street lot lines than the minimum setback lines set out on the plat recorded on Map Book 47, Page 209, at Slide L-588 Onslow County Registry. Regardless of any other provisions hereof, there shall be a tolerance or variation of no more than ten (10%) percent as to the front, side yard, and side street setback lines.

ARTICLE X

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

ARTICLE XI

Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner. Any dwelling constructed on any lot shall provide at least one fully enclosed vehicle storage space. The opening to such vehicle storage space shall not face in the same direction as the front of the dwelling. No recreational vehicle, boat or trailer may be stored in any front or side yard.

ARTICLE XII

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

ARTICLE XIII

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

ARTICLE XIV

No tree, measuring more than six (6) inches in diameter at a point five (5) feet above ground level shall be cut, destroyed or removed from any lot unless dead or diseased or unless it impedes the construction of a dwelling, driveways, utilities, or impedes drainage within drainage easements, or if it is deemed hazardous or unsafe to the occupants of the dwelling. Provided, however, this restriction shall be limited to an area equal to fifty (50%) percent of the lot area including front, side, and rear yards.

ARTICLE XV

Drainage and utility easements as shown on the recorded plat are reserved. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Additional easements for the installation and maintenance of drainage and utilities facilities, landscaping and installation and maintenance of signs and corner sight easements are hereby reserved as more particularly designated and shown on the recorded maps of the subdivision. The easements as reserved herein are reserved exclusively to the Declarant for such purposes as Declarant may deem incidental and appropriate to its overall development plan. Further, Declarant reserves the right to subject the real property shown on the recorded plat to a contract with the designated Power and Light Company serving the area 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 the designated Power and Light Company serving the area by the owner of each dwelling.

ARTICLE XVI

All roofing of asphalt or fiberglass type shall be of the 300 pound or more "architectural line" shingles. All roofs shall have a 5/12 pitch or greater.

ARTICLE XVII

No signboards of any description shall be displayed on any lot, with the exception of signs "For Rent", "For Sale" or signs designating lot numbers, which signs shall not exceed three (3) feet by three (3) feet in size.

ARTICLE XVIII

No noxious or offensive trade or activity including home beauty shops, day care centers, etc., shall be carried on upon any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No truck or commercial vehicle in excess of three-quarter (3/4) ton load capacity shall be parked or permitted to remain on any lot. No wrecked or junked motor vehicle or vehicle without current license plates or registration shall be permitted to remain upon any lot.

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

All Lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulations of rubbish or debris shall be permitted. No lot shall be used or maintained in an unsightly manner or utilized as a dumping ground for rubbish, trash, or debris. All rubbish, trash, debris, garbage and all waste shall be kept only in sanitary containers and all such containers or other equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept providing they are not kept, bred or maintained for commercial purposes and do not constitute a danger or nuisance to Lot owners, their family, guests and invitees.

Any and all holiday decorations shall be removed in a timely manner after the holiday has passed, not to exceed a maximum of 30 days; i.e., all Christmas decorations shall be removed not later than January 25th.

ARTICLE XIX

Servant houses and other outbuildings may be constructed on any lot after a residence has been built upon said lot. Such outbuildings shall be constructed of materials harmonious with the decor of the residence, and are also subject to review by the architectural committee.

ARTICLE XX

No satellite dishes of any kind or electronic transmission or receiving antennae shall be allowed or permitted upon any lot in the subdivision. Solar panels shall not face in the same direction as the front of the dwelling, nor shall they be visible from the front of the dwelling.

ARTICLE XXI

These covenants shall run with the land and be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date that these covenants are recorded, and after that time, these covenants shall be extended automatically for successive periods of ten (10) years each. These covenants may be amended in full or in part during the first twenty-five (25) year period by an instrument signed by not less than ninety percent (90%) of the Owners and, thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners; provided, however, that no amendment shall be made to Article VI without the consent of the Director of the Division of Environmental Management of the Department of Natural Resources and Community Development of the State of North Carolina or any subsequent department or agency of the State of North Carolina or any subsequent department or agency of the State of North Carolina having jurisdiction over

storm water runoff regulations. To be effective, any amendment must be recorded in the office of the Register of Deeds of Onslow County, North Carolina and a marginal entry of the same must be signified on the face of this Declaration.

ARTICLE XXII

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

ARTICLE XXIII

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

IN TESTIMONY WHEREOF, the party of the first part has caused this instrument to be executed under seal and in such form as to be binding this the day and year first above written.

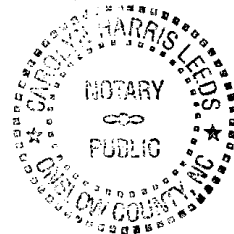
W.K. Morgan Sr
W.K. Morgan, Sr.

Mary B. Morgan
Mary B. Morgan

NORTH CAROLINA
ONSLow COUNTY

I, CAROLYN HARRIS LEEDS, a Notary Public in and for said County and state do hereby certify that W.K. Morgan, Sr. and Mary B. Morgan personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 22nd day of February 2005.



Carolyn Harris Leeds
Notary Public

My commission expires:
07/18/2005

STATE OF NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Carolyn Harris Leeds

_____ is (are) certified to be correct.
This instrument was presented for registration this 23 day of February
2005, at 12:16 ~~XAM~~ P.M., and duly recorded in the office of the Register of Deeds of
Onslow County, North Carolina, in Book 2398, Page 72.

This the 23 day of February, 2005.

Michael M. Thomas
REGISTER OF DEEDS

ASSISTANT, DEPUTY
REGISTER OF DEEDS