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Recorded: 04/19/2006 at 10:37:29 AM
Fee Amt: \$29.00 Page 1 of 6
Onslow County, NC
Mildred M Thomas Register of Deeds
BK 2638 PG 352-357

Lanier & Fountain/jlw

NORTH CAROLINA
ONslow COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 19 day of APRIL, 2006, by SERENITY DEVELOPERS, INC., a North Carolina corporation, hereinafter called "Declarant".

WITNESSETH:

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

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

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 the County of Onslow, State of North Carolina, and is more particularly described as follows:

Being all of those Lots as depicted on a map entitled "FINAL PLAT (REVISED) FORESTBROOK SECTION I", Swansboro Township, Onslow County, N.C." owners Serenity Developers, Inc., surveyed by Quadrant Surveying, Inc., P.A. dated 8/19/03, and recorded in Map Book 50, Page 136 Slide L-1234 in the Onslow County Registry.

2. **USES:** No lot, lots, or portions thereof shall be put to any use other than for residential purposes, except that any lot may be used by the Declarant for a street or roadway to connect with existing or future developments. Subdivision of any lots is prohibited without consent by Declarant.

No property may be used in a way that is in violation of any ordinance, statute, or rule of any governmental authority applicable to such lot.

3. **LAND USE AND BUILDING TYPE:** No building shall be used except for "residential purposes". Any and all additions to the structure shall be constructed in line with general architectural design and construction standards used in the building itself. All construction shall be custom type construction built on the lot and no old building constructed elsewhere shall be moved on to the lot for residential or any other purposes. Buildings shall be neat in appearance and the exterior of the building and yard shall be kept neat in appearance.

No mobile homes, double wides or premanufactured homes or any unit requiring a Division of Motor Vehicles Certificate of Title shall be placed or constructed on any numbered lot in the subdivision hereinabove described. This covenant shall not be construed as prohibiting the use of any unit as a model home for sales purposes.

4. **DRIVE-WAYS:** All buildings shall have paved concrete driveways which are to be paved before completion of the building. Excessively long driveways may be constructed by alternate methods

upon approval by the Declarant.

5. NATIVE GROWTH: The native growth of such premises shall not be permitted to be destroyed or removed except as necessary to erect structures, to construct driveways and other graveled areas, and a reasonable area surrounding the buildings. Serenity Developers, 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.

6. STREET LIGHTING AGREEMENT: The developer reserves the right to subject the real property into his 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.

7. DWELLING QUALITY AND SIZE: The area of the unit, exclusive of open porches, decks and garages, shall be not less than a total heated square footage of 1800 square feet.

8. BUILDING LOCATION: No building shall be located on any numbered lot nearer to the front line or side street line than the minimum building line shown on the recorded plat. The setbacks will be consistent with the Town of Swansboro Zoning Ordinance. For the purpose of this covenant, eaves, steps and open porches and carports shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten percent (10%) in the location of a building on the lot with respect to the minimum setback lines shall not be considered a violation of this covenant. No building shall be located closer to any lot line than the applicable distance in any ordinance applicable to such lot.

9. STREET AND SIDEWALK MAINTENANCE: Until said streets and sidewalks are accepted into the Town of Swansboro system or the State of North Carolina, all owners of lots within this subdivision in accepting a deed to said lot or lots hereby consent and agree to share in the expense of maintenance of the private streets shown on the aforesaid plat; said owner(s) shall be responsible for payment of assessment equal to said owners prorata share of said maintenance as determined by dividing the total number of lots in said subdivision into the number of lots owned by each owner. This maintenance clause does not apply to the common driveway serving Lots 47, 48, 49, and 50.

10. ARCHITECTURAL CONTROL: No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material, and location of the same shall have been submitted to and approved in writing as to harmony of external design to include painting and location in relation to surrounding structures and topography by an architectural committee composed of three (3) representatives chosen by the Declarant. In the event said designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with. Until such time as an architectural committee is established, the Declarant will act as that committee.

A. Outside Antennas: No outside radio or television antennas shall be erected on any lot or dwelling unit within the Properties unless and until permission for the same has been granted by the architectural control committee.

B. Exterior Lights: All light bulbs or other lights installed in any fixture located on the exterior of any building or any lot shall be clear, white, or non-frost lights or bulbs.

C. Fences: No fences may be installed or erected upon any lot without the consent of the architectural committee.

D. MAILBOXES AND PAPER BOXES: All mailboxes and paper boxes will be subject to approval by the Architectural Committee as to material, color, style, etc.

11. NUISANCES: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No unused or junk cars or parts thereof shall be kept on any lot in said subdivision and all lots shall be maintained in a neat and clean appearance.

12. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities

are reserved as shown on the recorded plat and over the rear 10 feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot, and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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

13. FUTURE DEVELOPMENT: Declarant for itself, its successor and assigns reserves the right to connect onto existing road ways and utilities within Forest Brook Section I to serve any future development of property located adjacent to or near the said subdivision as above described.

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

15. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot parallel to the building line, one sign of not more than four square feet advertising the property for sale or rent, or signs, used by a builder to advertise the property during the construction and sales period.

16. FENCES: No fence shall be erected between the front building line and the street right-of-way line. No fence shall be erected between the front building line of the main dwelling and the back lot line in excess of eight (8) feet in height.

17. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

18. VEHICLES, BOATS, STORAGE, TRAVEL TRAILERS, etc.: No vehicle without current inspection sticker, vehicle over 7000 pounds empty weight, horse or animal trailer or empty boat trailer, utility trailer, or any other trailer or similar item, or bus shall be parked overnight on any lot except in an enclosed garage unless same shall not be visible from the street or any other home wherever constructed; provided, however, guests of an owner may so park such vehicle for period not to exceed fourteen (14) days each calendar year. A pleasure boat on its trailer may be parked and raw firewood, bicycles, motorcycles, or other items may be stored only on that part of any lot away from the street lying behind the front line of the house so that it is not viewable from any street. 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.

Recreational vehicles may be parked in driveways away from the street behind the back line of the house so that it is not viewable from the street.

Parking of boats and recreational vehicles may be approved by the Architectural Committee but the Committee may require fencing or vegetative screening to hide the vehicles.

19. STORM WATER RUN-OFF:

- e) The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 010607, as issued by the Division of Water Quality under NCAC 2H.1000.
- f) The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.
- g) These covenants are to run with the land and be binding on all persons and parties claiming under them.
- h) 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.

- i) Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the State.
- j) Attachment 1 shows maximum allowable built-upon areas per lot. 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, openwood decking, or the water surface of swimming pools.
- k) 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.
- l) Each lot will maintain a 30 foot wide vegetated buffer between all impervious areas and surface waters.
- m) All roof drains shall terminate at least 30 foot from the mean high water mark.
- n) Filling in, piping or altering any designated 5:1 curb outlet swale associated with the development is prohibited by any persons.
- o) 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 feet along 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.
- P) Nothing in these covenants shall prohibit Declarant from exceeding density limits through permits properly obtained through State Stormwater Rules, which may include engineered systems. Any of the provisions of this instrument may be amended, modified or terminated to comply with stormwater rules now or hereafter adopted by the State of North Carolina by an instrument in writing executed by Declarant, its successors or assigns.

20. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

21. ENFORCEMENT OF RESTRICTIONS: 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 proceeding, the undersigned, its successors and assigns and the owners of the numbered lots in the subdivision, the State of North Carolina, 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. 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.

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

IN TESTIMONY WHEREOF, SERENITY DEVELOPERS, INC., has caused this instrument to be executed in its corporate name by its President and attested to by its Secretary, its common corporate seal affixed hereto, all as the act and deed of the said corporation and by authority of its Board of Directors duly and legally given this day and year first above written.

ATTACHMENT 1

BUILT UPON AREA

Lot # 1-5, 7, 9-33, 35, 36, 38-59	=	4,578 SF BUA
Lot # 6 = 4578 SF + 1500 SF	=	6,078 SF BUA
Lot # 8 = 4578 SF + 3120 SF	=	7,698 SF BUA
Lot #34 = 4578 SF + 2400 SF	=	6,978 SF BUA
Lot #37 = 4578 SF + 2400 SF	=	6,978 SF BUA
COMMON DRIVE AREA	=	7,560 SF BUA

SERENITY DEVELOPERS, INC.,

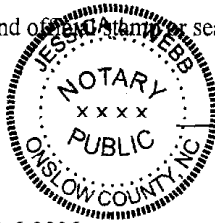
By: Dominick S. Butch
Dominick S. Butch

Title: President

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Jessica L. Webb, a Notary Public in and for said County and State, certify that Dominick S. Butch personally came before me this day and acknowledged that he is Serenity Developers Inc., a corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 19 day of March, 2006.



Jessica L. Webb
Notary Public

My commission expires 12-6-2006



Doc ID: 003840090002 Type: CRP
Recorded: 04/04/2007 at 10:03:46 AM
Fee Amt: \$17.00 Page 1 of 2
Onslow County, NC
Maryland K. Washington Reg. of Deed:

BK **2849** PG **193-194**

Prepared by Lanier & Fountain/jlw

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

**AMENDMENT TO DECLARATION OF
RESTRICTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS OF FORESTBROOK SECTION I**

THIS AMENDMENT to the Declaration of Restrictive Covenants entitled "AMENDMENT TO DECLARATION OF RESTRICTION COVENANTS, CONDITIONS AND RESTRICTIONS OF FORESTBROOK SECTION I," (hereinafter called "Protective Covenants") dated April 19, 2006, and filed for record in the Office of the Register of Deeds of Onslow County in Book 2638, Page 352-357, is hereby made and promulgated by Serenity Developers, Inc., the owners of the real property added hereto and submitted to the aforementioned Protective Covenants (Serenity Developers Inc., being the Declarant therein), in accordance with the provision of said Protective Covenants attached thereto.

The Amendment made and promulgated hereby is as follows: The property subject to the restrictions is hereby amended as written. The following is substituted in its stead:

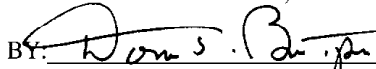
1. **DESCRIPTION OF REAL PROPERTY:** The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the articles of this Declaration is located in the County of Onslow, State of North Carolina, and shall include the property more particularly described as follows:

Being all of the Lots as shown on that plat entitled "Final Plat Forestbrook Section IIA Hammocks Beach Road Swansboro Township Onslow County, N.C." owners: Serenity Developers, Inc., prepared by Quadrant Surveying Inc., P.A., and recorded in Map Book 52, Page 220, Slide L-1795 in the Onslow County Registry.

All other provisions, restrictions and covenants contained in the original Protective Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals, this the 4 day of April, 2007.

SERENITY DEVELOPERS, INC.

BY:  (SEAL)
Dominick S. Butch, President

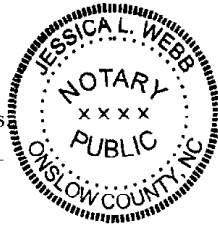
STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, a Notary Public for said County and State, certify that DOMINICK S. BUTCH, with authority duly given as President of Serenity Developers Inc., personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 4 day of April, 2007.

Jessica Webb
Notary Public

My commission expires
12-02-2011



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Doc ID: 000998070006 Type: CRP
Recorded: 04/19/2006 at 10:37:29 AM
Fee Amt: \$29.00 Page 1 of 6
Onslow County, NC
Mildred M Thomas Register of Deeds
BK 2638 PG 352-357

Doc ID: 004454470007 Type: CRP
Recorded: 07/08/2008 at 11:14:33 AM
Fee Amt: \$32.00 Page 1 of 7
Onslow County, NC
Maryland K. Washington Reg. of Deeds
BK 3094 PG 378-384

Lanier & Fountain/jlw

NORTH CAROLINA
ONSLow COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 19 day of April, 2006, by SERENITY DEVELOPERS, INC., a North Carolina corporation, hereinafter called "Declarant".

WITNESSETH:

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

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

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 the County of Onslow, State of North Carolina, and is more particularly described as follows:

Being all of those Lots as depicted on a map entitled "FINAL PLAT (REVISED) FORESTBROOK SECTION I", Swansboro Township, Onslow County, N.C." owners Serenity Developers, Inc., surveyed by Quadrant Surveying, Inc., P.A. dated 8/19/03, and recorded in Map Book 50, Page 136 Slide L-1234 in the Onslow County Registry.

2. **USES:** No lot, lots, or portions thereof shall be put to any use other than for residential purposes, except that any lot may be used by the Declarant for a street or roadway to connect with existing or future developments. Subdivision of any lots is prohibited without consent by Declarant.

No property may be used in a way that is in violation of any ordinance, statute, or rule of any governmental authority applicable to such lot.

3. **LAND USE AND BUILDING TYPE:** No building shall be used except for "residential purposes". Any and all additions to the structure shall be constructed in line with general architectural design and construction standards used in the building itself. All construction shall be custom type construction built on the lot and no old building constructed elsewhere shall be moved on to the lot for residential or any other purposes. Buildings shall be neat in appearance and the exterior of the building and yard shall be kept neat in appearance.

No mobile homes, double wides or premanufactured homes or any unit requiring a Division of Motor Vehicles Certificate of Title shall be placed or constructed on any numbered lot in the subdivision hereinabove described. This covenant shall not be construed as prohibiting the use of any unit as a model home for sales purposes.

4. **DRIVE-WAYS:** All buildings shall have paved concrete driveways which are to be paved before completion of the building. Excessively long driveways may be constructed by alternate methods

upon approval by the Declarant.

5. NATIVE GROWTH: The native growth of such premises shall not be permitted to be destroyed or removed except as necessary to erect structures, to construct driveways and other graveled areas, and a reasonable area surrounding the buildings. Serenity Developers, 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.

6. STREET LIGHTING AGREEMENT: The developer reserves the right to subject the real property into his 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.

7. DWELLING QUALITY AND SIZE: The area of the unit, exclusive of open porches, decks and garages, shall be not less than a total heated square footage of 1800 square feet.

8. BUILDING LOCATION: No building shall be located on any numbered lot nearer to the front line or side street line than the minimum building line shown on the recorded plat. The setbacks will be consistent with the Town of Swansboro Zoning Ordinance. For the purpose of this covenant, eaves, steps and open porches and carports shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten percent (10%) in the location of a building on the lot with respect to the minimum setback lines shall not be considered a violation of this covenant. No building shall be located closer to any lot line than the applicable distance in any ordinance applicable to such lot.

9. STREET AND SIDEWALK MAINTENANCE: Until said streets and sidewalks are accepted into the Town of Swansboro system or the State of North Carolina, all owners of lots within this subdivision in accepting a deed to said lot or lots hereby consent and agree to share in the expense of maintenance of the private streets shown on the aforesaid plat; said owner(s) shall be responsible for payment of assessment equal to said owners prorata share of said maintenance as determined by dividing the total number of lots in said subdivision into the number of lots owned by each owner. This maintenance clause does not apply to the common driveway serving Lots 47, 48, 49, and 50.

10. ARCHITECTURAL CONTROL: No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material, and location of the same shall have been submitted to and approved in writing as to harmony of external design to include painting and location in relation to surrounding structures and topography by an architectural committee composed of three (3) representatives chosen by the Declarant. In the event said designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with. Until such time as an architectural committee is established, the Declarant will act as that committee.

A. Outside Antennas: No outside radio or television antennas shall be erected on any lot or dwelling unit within the Properties unless and until permission for the same has been granted by the architectural control committee.

B. Exterior Lights: All light bulbs or other lights installed in any fixture located on the exterior of any building or any lot shall be clear, white, or non-frost lights or bulbs.

C. Fences: No fences may be installed or erected upon any lot without the consent of the architectural committee.

D. MAILBOXES AND PAPER BOXES: All mailboxes and paper boxes will be subject to approval by the Architectural Committee as to material, color, style, etc.

11. NUISANCES: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No unused or junk cars or parts thereof shall be kept on any lot in said subdivision and all lots shall be maintained in a neat and clean appearance.

12. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities

are reserved as shown on the recorded plat and over the rear 10 feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot, and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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

13. FUTURE DEVELOPMENT: Declarant for itself, its successor and assigns reserves the right to connect onto existing road ways and utilities within Forest Brook Section I to serve any future development of property located adjacent to or near the said subdivision as above described.

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

15. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot parallel to the building line, one sign of not more than four square feet advertising the property for sale or rent, or signs, used by a builder to advertise the property during the construction and sales period.

16. FENCES: No fence shall be erected between the front building line and the street right-of-way line. No fence shall be erected between the front building line of the main dwelling and the back lot line in excess of eight (8) feet in height.

17. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

18. VEHICLES, BOATS, STORAGE, TRAVEL TRAILERS, etc.: No vehicle without current inspection sticker, vehicle over 7000 pounds empty weight, horse or animal trailer or empty boat trailer, utility trailer, or any other trailer or similar item, or bus shall be parked overnight on any lot except in an enclosed garage unless same shall not be visible from the street or any other home wherever constructed; provided, however, guests of an owner may so park such vehicle for period not to exceed fourteen (14) days each calendar year. A pleasure boat on its trailer may be parked and raw firewood, bicycles, motorcycles, or other items may be stored only on that part of any lot away from the street lying behind the front line of the house so that it is not viewable from any street. 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.

Recreational vehicles may be parked in driveways away from the street behind the back line of the house so that it is not viewable from the street.

Parking of boats and recreational vehicles may be approved by the Architectural Committee but the Committee may require fencing or vegetative screening to hide the vehicles.

19. STORM WATER RUN-OFF:

- e) The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW0804082 as issued by the Division of Water Quality under NCAC 2H.1000.
- f) The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.
- g) These covenants are to run with the land and be binding on all persons and parties claiming under them.
- h) 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.

- i) Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the State.
- j) Attachment 1 shows maximum allowable built-upon areas per lot. 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, openwood decking, or the water surface of swimming pools.
- k) 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.
- l) Each lot will maintain a 30 foot wide vegetated buffer between all impervious areas and surface waters.
- m) All roof drains shall terminate at least 30 foot from the mean high water mark.
- n) Filling in, piping or altering any designated 5:1 curb outlet swale associated with the development is prohibited by any persons.
- o) 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 feet along 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.
- P) Nothing in these covenants shall prohibit Declarant from exceeding density limits through permits properly obtained through State Stormwater Rules, which may include engineered systems. Any of the provisions of this instrument may be amended, modified or terminated to comply with stormwater rules now or hereafter adopted by the State of North Carolina by an instrument in writing executed by Declarant, its successors or assigns.

20. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

21. **ENFORCEMENT OF RESTRICTIONS:** 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 proceeding, the undersigned, its successors and assigns and the owners of the numbered lots in the subdivision, the State of North Carolina, 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. 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.

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

IN TESTIMONY WHEREOF, SERENITY DEVELOPERS, INC., has caused this instrument to be executed in its corporate name by its President and attested to by its Secretary, its common corporate seal affixed hereto, all as the act and deed of the said corporation and by authority of its Board of Directors duly and legally given this day and year first above written.

ATTACHMENT 1

BUILT UPON AREA

Lot # 1-5, 7, 9-33, 35, 36, 38-59	=	4,578 SF BUA
Lot # 6 = 4578 SF + 1500 SF	=	6,078 SF BUA
Lot # 8 = 4578 SF + 3120 SF	=	7,698 SF BUA
Lot #34 = 4578 SF + 2400 SF	=	6,978 SF BUA
Lot #37 = 4578 SF + 2400 SF	=	6,978 SF BUA
COMMON DRIVE AREA	=	7,560 SF BUA

SERENITY DEVELOPERS, INC.,

By: Dominic S. Butch
Dominick S. Butch

Title: President

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Jessica L. Webb, a Notary Public in and for said County and State, certify that Dominick S. Butch personally came before me this day and acknowledged that he is Serenity Developers Inc., a corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 19 day of April, 2006.



Jessica L. Webb
Notary Public

My commission expires 12-6-2006

EXPLANATION STATEMENT TO CORRECT OBVIOUS MINOR
ERROR(S) MADE IN AN INSTRUMENT AS ORIGINALLY RECORDED

RE: BOOK 2638
PAGE 352-357

RECORDED IN THE Onslow COUNTY REGISTRY

NAMES OF ALL PARTIES TO THE ORIGINAL INSTRUMENT:

DECLARANT: SERENITY DEVELOPERS, INC.

STATE OF NORTH CAROLINA
COUNTY OF Onslow

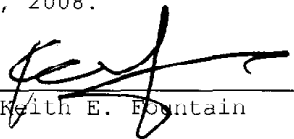
We, The Undersigned, hereby certify that the following corrections are made in the above named recorded instrument in accordance with the provisions of G.S. 47-36.1 ratified June 30, 1986 and amended by House Bill 969, 1987 Session.

DESCRIPTION OF CORRECTION(S): To correct the Stormwater Management Permit Number to read SW08040820.

THE SIGNING PARTY(IES) IS (ARE):

- The parties who signed the original instrument.
- XX The attorney who drafted the original instrument.

THIS, THE DAY OF July, 2008.


 _____ (SEAL)
 Keith E. Fountain

This explanation statement together with the attached instrument duly rerecorded at _____ o'clock ____ M this the ____ day of _____, 2008 in the Book and Page shown on the first page hereof.

By: _____
Register of Deeds Deputy/Assistant Register of Deeds

LF

Doc ID: 007348380006 Type: GRP
 Recorded: 06/11/2009 at 01:38:11 PM
 Fee Amt: \$29.00 Page 1 of 6
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
 BK **3243** PG **71-76**

Lanier & Fountain/jlw

NORTH CAROLINA
ONSWLOW COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 10 day of June, 2009, by SERENITY DEVELOPERS, INC., a North Carolina corporation, hereinafter called "Declarant".

WITNESSETH:

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

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

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 the County of Onslow, State of North Carolina, and is more particularly described as follows:

Being all of those Lots as depicted on a map entitled "FINAL PLAT FORESTBROOK SECTION II-B Hammocks Beach Road", Swansboro Township, Onslow County, N.C." owners Serenity Developers, Inc., surveyed by Quadrant Surveying, Inc., P.A. dated January 23, 2008, and recorded in Map Book 57, Page 206, Slide M-1040 in the Onslow County Registry.

2. **USES:** No lot, lots, or portions thereof shall be put to any use other than for residential purposes, except that any lot may be used by the Declarant for a street or roadway. Subdivision of any lots is prohibited without consent by Declarant.

No property may be used in a way that is in violation of any ordinance, statute, or rule of any governmental authority applicable to such lot.

3. **LAND USE AND BUILDING TYPE:** No building shall be used except for "residential purposes". Any and all additions to the structure shall be constructed in line with general architectural design and construction standards used in the building itself. All construction shall be custom type construction built on the lot and no old building constructed elsewhere shall be moved on to the lot for residential or any other purposes. Buildings shall be neat in appearance and the exterior of the building and yard shall be kept neat in appearance.

No mobile homes, double wides or premanufactured homes or any unit requiring a Division of Motor Vehicles Certificate of Title shall be placed or constructed on any numbered lot in the subdivision hereinabove described. This covenant shall not be construed as prohibiting the use of any unit as a model home for sales purposes.

4. DRIVE-WAYS: All buildings shall have paved concrete driveways which are to be paved before completion of the building. Excessively long driveways may be constructed by alternate methods upon approval by the Declarant.

5. NATIVE GROWTH: The native growth of such premises shall not be permitted to be destroyed or removed except as necessary to erect structures, to construct driveways and other graveled areas, and a reasonable area surrounding the buildings. Serenity Developers, 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.

6. STREET LIGHTING AGREEMENT: The developer reserves the right to subject the real property in this subdivision to a contract with Progress Energy for the installation of street lighting which requires a continuing monthly payment to Progress Energy by residential customer.

7. DWELLING QUALITY AND SIZE: The area of the unit, exclusive of open porches, decks and garages, shall be not less than a total heated square footage of 1650 square feet.

8. BUILDING LOCATION: No building shall be located on any numbered lot nearer to the front line or side street line than the minimum building line shown on the recorded plat. The setbacks will be consistent with the Town of Swansboro Zoning Ordinance. For the purpose of this covenant, eaves, steps and open porches and carports shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten percent (10%) in the location of a building on the lot with respect to the minimum setback lines shall not be considered a violation of this covenant. No building shall be located closer to any lot line than the applicable distance in any ordinance applicable to such lot.

9. STREET MAINTENANCE: Until said streets are accepted into the Town of Swansboro system or the State of North Carolina, all owners of lots within this subdivision in accepting a deed to said lot or lots hereby consent and agree to share in the expense of maintenance of the private streets shown on the aforesaid plat; said owner(s) shall be responsible for payment of assessment equal to said owners prorata share of said maintenance as determined by dividing the total number of lots in said subdivision into the number of lots owned by each owner. This maintenance clause does not apply to the common driveway serving Lots 48, 49, 50.

10. ARCHITECTURAL CONTROL: No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material, and location of the same shall have been submitted to and approved in writing as to harmony of external design to include painting and location in relation to surrounding structures and topography by an architectural committee composed of three (3) representatives chosen by the Declarant. In the event said designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with. Until such time as an architectural committee is established, the Declarant will act as that committee.

A. Outside Antennas: No outside radio or television antennas shall be erected on any lot or dwelling unit within the Properties unless and until permission for the same has been granted by the architectural control committee.

B. Exterior Lights: All light bulbs or other lights installed in any fixture located on the exterior of any building or any lot shall be clear, white, or non-frost lights or bulbs.

C. Fences: No fences may be installed or erected upon any lot without the consent of the architectural committee.

10. MAILBOXES AND PAPER BOXES: All mailboxes and paper boxes will be subject to approval by the Architectural Committee as to material, color, style, etc.

11. NUISANCES: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No unused or junk cars or parts thereof shall be kept on any lot in said subdivision and all lots shall be maintained in a neat and clean appearance.

12. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot, and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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

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

14. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot parallel to the building line, one sign of not more than four square feet advertising the property for sale or rent, or signs, used by a builder to advertise the property during the construction and sales period.

15. FENCES: No fence shall be erected between the front building line and the street right-of-way line. No fence shall be erected between the front building line of the main dwelling and the back lot line in excess of eight (8) feet in height.

16. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

17. VEHICLES, BOATS, STORAGE, TRAVEL TRAILERS, etc.: No vehicle without current inspection sticker, vehicle over 7000 pounds empty weight, horse or animal trailer or empty boat trailer, utility trailer, or any other trailer or similar item, or bus shall be parked overnight on any lot except in an enclosed garage unless same shall not be visible from the street or any other home wherever constructed; provided, however, guests of an owner may so park such vehicle for period not to exceed fourteen (14) days each calendar year. A pleasure boat on its trailer may be parked and raw firewood, bicycles, motorcycles, or other items may be stored only on that part of any lot away from the street lying behind the front line of the house so that it is not viewable from any street. 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.

Recreational vehicles may be parked in driveways away from the street behind the back line of the house so that it is not viewable from the street.

Parking of boats and recreational vehicles may be approved by the Architectural Committee but the Committee may require fencing or vegetative screening to hide the vehicles.

18. STORM WATER RUN-OFF:

- d) The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 010607, as issued by the Division of Water Quality under NCAC 2H.1000.
- e) The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.
- f) These covenants are to run with the land and be binding on all persons and parties claiming under them.
- g) 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.

- h) Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the State.
- i) Attachment 1 shows maximum allowable built-upon areas per lot. 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, openwood decking, or the water surface of swimming pools.
- j) 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.
- k) Each lot will maintain a 30 foot wide vegetated buffer between all impervious areas and surface waters.
- l) All roof drains shall terminate at least 30 foot from the mean high water mark.
- m) Filling in, piping or altering any designated 5:1 curb outlet swale associated with the development is prohibited by any persons.
- n) 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 feet along 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.
- o) Nothing in these covenants shall prohibit Declarant from exceeding density limits through permits properly obtained through State Stormwater Rules, which may include engineered systems. Any of the provisions of this instrument may be amended, modified or terminated to comply with stormwater rules now or hereafter adopted by the State of North Carolina by an instrument in writing executed by Declarant, its successors or assigns.

19. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

20. ENFORCEMENT OF RESTRICTIONS: 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 proceeding, the undersigned, its successors and assigns and the owners of the numbered lots in the subdivision, the State of North Carolina, 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. 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.

21. MODIFICATION OF RESTRICTIVE COVENANTS: These restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant or its successors in title of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. Upon completion of houses and ownership and occupation by the purchasers the owners of sixty percent (60%) or more of the subdivided lots, may alter or amend these covenants providing the revisions are in compliance with current scheme of development.

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

IN TESTIMONY WHEREOF, SERENITY DEVELOPERS, INC., has caused this instrument to be executed in its corporate name by its President and attested to by its Secretary, its common corporate seal affixed hereto, all as the act and deed of the said corporation and by authority of its Board of Directors duly and legally given this day and year first above written.

SERENITY DEVELOPERS, INC.,

By: *Dominick S. Butch*
Dominick S. Butch

Title: President

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Jessica L. Webb, a Notary Public in and for said County and State, certify that Dominick S. Butch personally came before me this day and acknowledged that he is Serenity Developers Inc., a corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this the 10 day of June, 2009.

Jessica L. Webb
Notary Public

My commission expires
12-02-2011



ATTACHMENT 1

BUILT UPON AREA

Lot # 12 - 33, 35, 36, 38 - 41	=	4,578 SF BUA
Lot #34 = 4578 SF + 2400 SF	=	6,978 SF BUA
Lot #37 = 4578 SF + 2400 SF	=	6,978 SF BUA

Doc ID: 007986940002 Type: CRP
Recorded: 03/24/2010 at 01:29:05 PM
Fee Amt: \$17.00 Page 1 of 2
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3377 PG 282-283

Prepared by Lanier & Fountain/jlw

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

**FIRST AMENDMENT TO RESTRICTIVE
COVENANTS OF FORESTBROOK SECTION II-B**

THIS AMENDMENT to the Declaration of Restrictive Covenants entitled "AMENDMENT RESTRICTIVE COVENANTS OF FORESTBROOK SECTION II-B," (hereinafter called "Protective Covenants") dated June 10, 2009, and filed for record in the Office of the Register of Deeds of Onslow County in Book 3243, Page 71, is hereby made and promulgated by Serenity Developers, Inc., the owners of the real property added hereto and submitted to the aforementioned Protective Covenants (Serenity Developers Inc., being the Declarant therein), in accordance with the provision of said Protective Covenants attached thereto.

The Amendment made and promulgated hereby is as follows:

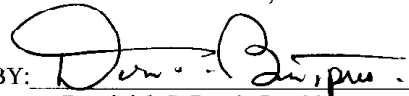
4. DRIVE-WAYS: All buildings shall have paved concrete driveways which are to be paved before occupancy of dwellings. Excessively long driveways may be constructed by alternate methods upon approval by the Declarant.

A. Parking: Parking will be permitted in driveways only, except as stated herein. Parking for construction purposes, moving, overflow parking for parties or other functions will be allowed, provided that they are temporary (of less than six hours), and not overnight.

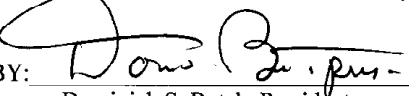
All other provisions, restrictions and covenants contained in the original Protective Covenants shall remained in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals, this the 30 day of October, 2009.

SERENITY DEVELOPERS, INC.

BY:  (SEAL)
Dominick S. Butch, President

MT. PLEASANT CONSTRUCTION CO., INC.

BY:  (SEAL)
Dominick S. Butch, President

 (SEAL)
Wojciech Chudziak

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, a Notary Public for said County and State, certify that DOMINICK S. BUTCH, with authority duly given as President of Serenity Developers Inc., personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 30 day of October, 2009.

Jessica L Webb
Notary Public

My commission expires: 12-03-2011



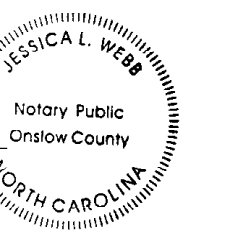
STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, a Notary Public for said County and State, certify that DOMINICK S. BUTCH, with authority duly given as President of Mt. Pleasant Construction Co., Inc., personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 30 day of October, 2009.

Jessica L Webb
Notary Public

My commission expires: 12-03-2011



STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, a Notary Public for said County and State, certify that Wojcicch Chudziak personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 30 day of October, 2009.

Jessica L Webb
Notary Public

My commission expires: 12-03-2011

