

BOOK 1163 PAGE 1

PREPARED BY: J. HAL KINLAW, JR., ATTORNEY AT LAW  
MAIL AFTER RECORDING: J. HAL KINLAW, JR. 1994 FEB 10 PM 3:24  
P. O. BOX 1371  
LUMBERTON, N. C. 28359

NORTH CAROLINA  
ONSLow COUNTY



DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, made this 7th day of February, 1994 by HOOKS-KINLAW GROUP, INC., a North Carolina Corporation with its principal place of business in St. Pauls, Robeson County, North Carolina, hereinafter referred to as the DECLARANT:

WITNESSETH:

WHEREAS, the declarant are owners of real property known as Foxtrace Subdivision, Section 4, Phase 1, lots 406-424, and 446-453, more particularly described by plat recorded in Map Book 30, at Page 106, Slide G-294, Onslow County Register of Deeds Onslow County Register of Deeds, to which for a more particular description reference is hereby made, and is desirous of subjecting said real property now to the protective and restrictive covenants herein 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 the said property and each and every lot or parcel thereof, and shall apply to and by the successors thereof; and

NOW, THEREFORE, the declarant hereby declares that the real property (Foxtrace Subdivision,) as hereinabove described is and shall be held, pledged, transferred, sold and conveyed subject to the restrictive and protective covenants as set forth hereinbelow:

ARTICLE I

PROPERTY: The subdivision identified as Section 4, Phase 1, lots 406-424 and lots 446-453, shall be limited to single family dwellings: no duplexes, triplexes or

quad-plexes. No lot shall have an impervious area of ground cover (as more particularly defined by Division of Environmental Management for the State of North Carolina) of more than three thousand square feet. When two lots are combined per Article VI, then the maximum impervious area shall be six thousand (6,000) square feet. The allowable impervious area per lot as stated above shall include any built upon area therein between the edge of pavement and the right-of-way. These covenants shall define impervious area to include right-of-ways, paved right-of-ways, structures, pavement, walkways or patio of brick, stone or slate, not including wood decking,

ARTICLE II

LAND USE AND BUILDING TYPE: No numbered lot shall be used except for "single family residential purposes." "Single family residential purposes" is defined as a family unit related by blood or marriage as is customary in the area. A single family may consist of a single individual but shall not consist of units made up of a number of unrelated by blood or marriage individuals, whether adults or minors under the care of others wherein there is provided family care for usually two or more unrelated persons. A single family residential unit shall not be used nor shall residential purposes as herein set out be defined as covering the following types of uses: fraternities, sororities, family care homes, boarding homes, or any type residence in which a person or persons' care is paid for by himself or herself or others. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling as defined above not to exceed two and one-half stories in height and such outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. All

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construction shall be custom type construction built on the lot for residential or any other purposes. No mobile homes, doublewides or pre-manufactured 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 a new single family detached dwelling as a model home for sales purposes.

ARTICLE III

EASEMENT RESERVATION: The grantor reserves for itself as developer, its successors or assigns, in that capacity, an easement, 10 feet in width, 5 feet of each side of the side lot line of each numbered lot as herein in Article VI determined that adjoin other number lots and 10 feet in width along all streets and back lot lines, and right at any time in the future to grant a right-of-way under over and along said easement 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 of all utilities including electric power, gas, telephone service, Cable TV, drainage, or other utilities including water and sewer service. Within these easements, no structure, fence, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. It is specifically provided in these areas or any area designated for utility easements, that any fence constructed over these areas shall be constructed in such a manner and maintained

in such a way as to allow ingress and egress for said utilities.

ARTICLE IV

DWELLING, QUALITY AND SIZE: The ground floor of the main structure, exclusive of one story open porches and garages, shall be not less than 900 square feet for a one story dwelling, nor less than 700 square feet for a dwelling of more than one story.

ARTICLE V

BUILDING LOCATION: No building, dwelling or solar system shall be located on any numbered lot nearer to a front, side or rear lot than the minimum building line as shown on recorded plat hereinabove referred to, and/or as identified as the minimum set back in the subdivision regulations for Onslow County.

ARTICLE VI

LOT AREA AND WIDTH: No numbered lot shall be subdivided for purposes of construction except that a dwelling and its setback area may be built on one lot and a portion of another and the existing side

lot line between the two said numbered lots be ignored, provided however, that the remainder of the lot divided shall be added to the adjacent lot and the dividing line between the divided lot shall be the new dividing line for purposes of setback of buildings as herein set out, unless the remaining portion of the lot from which a portion has been cut off is of a size sufficient in area to build a residence thereon. This shall be determined insofar as area is concerned as being of sufficient area to build on if said remaining portion of said lot is as large or larger than the smallest numbered lot in the above described and referred to subdivision and the dwelling placed thereon shall meet the minimum size requirement and be placed on the lot so as to meet the minimum building line setbacks and side and rear

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line setbacks as hereinabove provided in (Article V). All numbered lots on the above described plat may be build on insofar as area is concerned.

ARTICLE VII

**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. No more than two cords of wood shall be stored on any lot and none shall be sold from said lot.

ARTICLE VIII

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

ARTICLE IX

**BUILDING PLANS AND SPECIFICATIONS:** No dwelling or other building shall be erected upon any lot unless the plans and specifications thereof meet or exceed the requirements of "minimum property standards for living unit".

ARTICLE X

**ERECTION OF FENCES:** No fence shall be erected between the front building line and the street right-of-way line except decorative fences such as split-rail or picket not in excess of three feet in height. For purposes of this article a chain length fence even though not in excess of three feet in height shall not be considered a decorative fence. No fence shall be erected between the front building line of the main dwelling and the back lot line in excess of six feet in height. Where corner lots occur with adjacent lots sharing the same right-of-way line, no fence in excess

of three feet in height shall be constructed along the right-of-way of the corner lots or nearer the right-of-way than the front building line of the adjacent lots. It is specifically provided in these areas or any area designated for utility easements, that any fence constructed over these areas shall be constructed in such a manner and maintained in such a way as to allow ingress and egress for said utilities.

ARTICLE XI

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

ARTICLE XII

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 equipment for storage or disposal of such material shall be kept in clean and sanitary condition. Garbage can shall be enclosed in a container constructed to coordinate and/or match the home design.

ARTICLE XIII

SIGHT DISTANCE AT INTERSECTIONS: No fence, wall hedge, tree or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular sight area shown on the above referred to Map. No tree shall be permitted to remain within such distances

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of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. This article shall be construed and interpreted according to Department of Motor Vehicles regulations and their rulings shall control.

EXCEPTION: Entrance, fences and signs on Highway 1501.

ARTICLE XIV

TEMPORARY STRUCTURES: No structure of a temporary character, mobile home trailer, prefabricated or modular home or any unit requiring a Division of Motor Vehicles Certificate of Title, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, mobile home camper or like vehicle shall be parked on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

ARTICLE XV

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

ARTICLE XVI

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

ARTICLE XVII

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

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ARTICLE XVIII

ALTERATION, MODIFICATION OR CHANGE IN THESE RESTRICTIONS: These restrictions as they apply to the numbered lots hereinabove described may be altered, modified or changed at any time as to said number lots hereinabove described by written document executed and recorded in the Onslow County Registry by the then owners of not less than 60 percent of the numbered lots described in Article 1 above to which these restrictions apply. If the declarant owns 60 percent or more of the subdivided lots, the declarant may alter, modify or change these covenants without consent of anyone.

ARTICLE XIX

STREET LIGHTING: The developer reserves the right to subject the real property in this subdivision to a contract with Jones Onslow EMC for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Jones Onslow EMC by the owner of each building.

IN TESTIMONY WHEREOF, HOOKS-KINLAW GROUP, INC. has caused this Declaration to be signed in its corporate name by its President and attested by its Secretary, and its corporate seal to be hereunto affixed, by authority of its Board of Directors duly given the day and year first above written.



CORPORATE SEAL

HOOKS-KINLAW GROUP, INC.

ATTEST:

Joseph Hal Kinlaw, Sr., President

J. Hal Kinlaw, Jr., Secretary

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STATE OF NORTH CAROLINA  
COUNTY OF ROBESON

I, the undersigned, a Notary Public in and for said County and State aforesaid do hereby certify that Joseph Hal Kinlaw, Sr., personally came before me this day and acknowledged that he is President of Hooks-Kinlaw Group, 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 J. Hal Kinlaw, Jr., as its Secretary.

9th Witness my hand and official stamp or seal this the day of February, 1994.



*Paula W. Mertz*  
\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
2-11-96

NORTH CAROLINA, Onslow County Paula W. Mertz  
The foregoing certificate(s) of \_\_\_\_\_

Notary(ies) Public (s) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1163 Page 1 This 10th day of February 1994 A.D. at 3:24 o'clock P. M. By Michael M. Thomas Register of Deeds, Onslow County

2400

PREPARED BY: J. HAL KINLAW, JR., ATTORNEY AT LAW  
MAIL AFTER RECORDING: J. HAL KINLAW, JR. 1029 MAR 11 AM 3:03  
P. O. BOX 1371  
LUMBERTON, N. C. 28359

NORTH CAROLINA  
ONslow COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, made this 10th day of March, 1994 by HOOKS-KINLAW GROUP, INC., a North Carolina Corporation with its principal place of business in St. Pauls, Robeson County, North Carolina, hereinafter referred to as the DECLARANT:

WITNESSETH:

WHEREAS, the declarant are owners of real property known as Foxtrace Subdivision, Section 4, Phase 2, lots 425-445, and recorded in Map Book 30 at Page 143, Slide G-331, Onslow County Register of Deeds, to which for a more particular description reference is hereby made, and is desirous of subjecting said real property now to the protective and restrictive covenants herein 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 the said property and each and every lot or parcel thereof, and shall apply to and by the successors thereof; and

NOW, THEREFORE, the declarant hereby declares that the real property (Foxtrace Subdivision,) as hereinabove described is and shall be held, pledged, transferred, sold and conveyed subject to the restrictive and protective covenants as set forth hereinbelow:

ARTICLE I

PROPERTY: The subdivision identified as Section 4, Phase 2, lots 425-445, shall be limited to single family dwellings: no duplexes, triplexes or quad-plexes. No lot shall have an impervious area of ground cover (as more

particularly defined by Division of Environmental Management for the State of North Carolina) of more than three thousand (3,000) square feet. When two lots are combined per Article VI, then the maximum impervious area shall be six thousand (6,000) square feet. The allowable impervious area per lot as stated above shall include any built upon area therein between the edge of pavement and the right-of-way. These covenants shall define impervious area to include right-of-ways, paved right-of-ways, structures, pavement, walkways or patio of brick, stone or slate, not including wood decking.

ARTICLE II

LAND USE AND BUILDING TYPE: No numbered lot shall be used except for "single family residential purposes." "Single family residential purposes" is defined as a family unit related by blood or marriage as is customary in the area. A single family may consist of a single individual but shall not consist of units made up of a number of unrelated by blood or marriage individuals, whether adults or minors under the care of others wherein there is provided family care for usually two or more unrelated persons. A single family residential unit shall not be used nor shall residential purposes as herein set out be defined as covering the following types of uses: fraternities, sororities, family care homes, boarding homes, or any type residence in which a person or persons' care is paid for by himself or herself or others. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling as defined above not to exceed two and one-half stories in height and such outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. All construction shall be custom type construction built on the lot for residential or any other purposes. No mobile homes,

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doublewides or pre-manufactured 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 a new single family detached dwelling as a model home for sales purposes.

ARTICLE III

EASEMENT RESERVATION: The grantor reserves for itself as developer, its successors or assigns, in that capacity, an easement, 10 feet in width, 5 feet of each side of the side lot line of each numbered lot as herein in Article VI determined that adjoin other number lots and 10 feet in width along all streets and back lot lines, and right at any time in the future to grant a right-of-way under over and along said easement 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 of all utilities including electric power, gas, telephone service, Cable TV, drainage, or other utilities including water and sewer service. Within these easements, no structure, fence, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. It is specifically provided in these areas or any area designated for utility easements, that any fence constructed over these areas shall be constructed in such a manner and maintained in such a way as to allow ingress and egress for said utilities.

ARTICLE IV

DWELLING, QUALITY AND SIZE: The ground floor of the main structure, exclusive of one story open porches and garages, shall be not less than 900 square feet for a one story dwelling, nor less than 700 square feet for a dwelling of more than one story.

ARTICLE V

BUILDING LOCATION: No building, dwelling or solar system shall be located on any numbered lot nearer to a front, side or rear lot than the minimum building line as shown on recorded plat hereinabove referred to, and/or as identified as the minimum set back in the subdivision regulations for Onslow County.

ARTICLE VI

LOT AREA AND WIDTH: No numbered lot shall be subdivided for purposes of construction except that a dwelling and its setback area may be built on one lot and a portion of another and the existing side lot line between the two said numbered lots be ignored, provided however, that the remainder of the lot divided shall be added to the adjacent lot and the dividing line between the divided lot shall be the new dividing line for purposes of setback of buildings as herein set out, unless the remaining portion of the lot from which a portion has been cut off is of a size sufficient in area to build a residence thereon. This shall be determined insofar as area is concerned as being of sufficient area to build on if said remaining portion of said lot is as large or larger than the smallest numbered lot in the above described and referred to subdivision and the dwelling placed thereon shall meet the minimum size requirement and be placed on the lot so as to meet the minimum building line setbacks and side and rear line setbacks as hereinabove provided in (Article V). All numbered lots on the above described plat may be build on insofar as area is concerned.

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ARTICLE VII

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. No more than two cords of wood shall be stored on any lot and none shall be sold from said lot.

ARTICLE VIII

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

ARTICLE IX

BUILDING PLANS AND SPECIFICATIONS: No dwelling or other building shall be erected upon any lot unless the plans and specifications thereof meet or exceed the requirements of "minimum property standards for living unit".

ARTICLE X

ERECTION OF FENCES: No fence shall be erected between the front building line and the street right-of-way line except decorative fences such as split-rail or picket not in excess of three feet in height. For purposes of this article a chain length fence even though not in excess of three feet in height shall not be considered a decorative fence. No fence shall be erected between the front building line of the main dwelling and the back lot line in excess of six feet in height. Where corner lots occur with adjacent lots sharing the same right-of-way line, no fence in excess of three feet in height shall be constructed along the right-of-way of the corner lots or nearer the right-of-way than the front building line of the adjacent lots. It is specifically provided in these areas or any area designated

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for utility easements, that any fence constructed over these areas shall be constructed in such a manner and maintained in such a way as to allow ingress and egress for said utilities.

ARTICLE XI

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

ARTICLE XII

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 equipment for storage or disposal of such material shall be kept in clean and sanitary condition. Garbage can shall be enclosed in a container constructed to coordinate and/or match the home design.

ARTICLE XIII

SIGHT DISTANCE AT INTERSECTIONS: No fence, wall hedge, tree or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular sight area shown on the above referred to Map. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. This article shall be construed and interpreted according to Department of Motor Vehicles regulations and their rulings shall control.

EXCEPTION: Entrance, fences and signs on Highway 1501.

ARTICLE XIV

TEMPORARY STRUCTURES: No structure of a temporary character, mobile home trailer, prefabricated or modular

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home or any unit requiring a Division of Motor Vehicles Certificate of Title, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, mobile home camper or like vehicle shall be parked on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

ARTICLE XV

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

ARTICLE XVI

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

ARTICLE XVII

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

ARTICLE XVIII

ALTERATION, MODIFICATION OR CHANGE IN THESE RESTRICTIONS: These restrictions as they apply to the numbered lots hereinabove described may be altered, modified or changed at any time as to said number lots hereinabove described by written document executed and recorded in the Onslow County Registry by the then owners of not less than 60 percent of the numbered lots described in Article 1 above to which these restrictions apply. If the declarant owns 60

percent or more of the subdivided lots, the declarant may alter, modify or change these covenants without consent of anyone. Notwithstanding the above, none of the provisions of Article I may be changed or deleted without the written consent of the State of North Carolina.

ARTICLE XIX

**STREET LIGHTING:** The developer reserves the right to subject the real property in this subdivision to a contract with Jones Onslow EMC for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Jones Onslow EMC by the owner of each building.

IN TESTIMONY WHEREOF, HOOKS-KINLAW GROUP, INC. has caused this Declaration to be signed in its corporate name by its President and attested by its Secretary, and its corporate seal to be hereunto affixed, by authority of its Board of Directors duly given the day and year first above written.

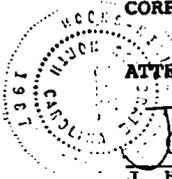
CORPORATE SEAL

HOOKS-KINLAW GROUP, INC.

ATTEST:

*Joseph Hal Kinlaw, Sr.*  
Joseph Hal Kinlaw, Sr., President

*J. Hal Kinlaw, Jr.*  
J. Hal Kinlaw, Jr., Secretary



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STATE OF NORTH CAROLINA

COUNTY OF ROBESON

I, the undersigned, a Notary Public in and for said County and State aforesaid do hereby certify that Joseph Hal Kinlaw, Sr., personally came before me this day and acknowledged that he is President of Hooks-Kinlaw Group, 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 J. Hal Kinlaw, Jr., as its Secretary.

Witness my hand and official stamp or seal this the 10<sup>th</sup> day of March, 1994.



*Sheila L. Covington*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

4-22-94

NORTH CAROLINA, ROBESON COUNTY  
The foregoing certificate(s) of Sheila L. Covington

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1169 Page 75 This 11<sup>th</sup> day of March 19 94 A.D., at 3:03 o'clock P. M. By Mitchell M. Thomas Registrar of Deeds, Robeson County

124 Wm D & C

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PREPARED BY: J. HAL KINLAW, JR., ATTORNEY AT LAW  
MAIL AFTER RECORDING: J. HAL KINLAW, JR. 1995 FEB 21 PM 3:15  
P. O. BOX 1371  
LUMBERTON, N. C. 28359

NORTH CAROLINA  
ONSLow COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, made this 8th day of February, 1995,  
by HOOKS-KINLAW GROUP, INC., a North Carolina Corporation  
with its principal place of business in St. Pauls, Robeson  
County, North Carolina, hereinafter referred to as the  
DECLARANT:

WITNESSETH:

WHEREAS, the declarant are owners of real property  
known as Foxtrace Subdivision, Section 4, Phase 3, lots  
454-457, and 512-520, and recorded in Map Book 32 at Page  
21, Slide I-9, Onslow County Register of Deeds, to which for  
a more particular description reference is hereby made, and  
is desirous of subjecting said real property now to the  
protective and restrictive covenants herein 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 the said property and each and every  
lot or parcel thereof, and shall apply to and by the  
successors thereof; and

NOW, THEREFORE, the declarant hereby declares that the  
real property (Foxtrace Subdivision,) as hereinabove  
described is and shall be held, pledged, transferred, sold  
and conveyed subject to the restrictive and protective  
covenants as set forth hereinbelow:

ARTICLE I

PROPERTY: The subdivision identified as Section  
4, Phase 3, lots 454-457 and lots 512-520, shall be limited  
to single family dwellings: no duplexes, triplexes or

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quad-plexes. No lot shall have an impervious area of ground cover (as more particularly defined by Division of Environmental Management for the State of North Carolina) of more than three thousand (3,000) square feet. When two lots are combined per Article VI, then the maximum impervious area shall be six thousand (6,000) square feet. The allowable impervious area per lot as stated above shall include any built upon area therein between the edge of pavement and the right-of-way. These covenants shall define impervious area to include right-of-ways, paved right-of-ways, structures, pavement, walkways or patio of brick, stone or slate, not including wood decking.

ARTICLE II

LAND USE AND BUILDING TYPE: No numbered lot shall be used except for "single family residential purposes." "Single family residential purposes" is defined as a family unit related by blood or marriage as is customary in the area. A single family may consist of a single individual but shall not consist of units made up of a number of unrelated by blood or marriage individuals, whether adults or minors under the care of others wherein there is provided family care for usually two or more unrelated persons. A single family residential unit shall not be used nor shall residential purposes as herein set out be defined as covering the following types of uses: fraternities, sororities, family care homes, boarding homes, or any type residence in which a person or persons' care is paid for by himself or herself or others. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling as defined above not to exceed two and one-half stories in height and such outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. All

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construction shall be custom type construction built on the lot for residential or any other purposes. No mobile homes, doublewides or pre-manufactured 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 a new single family detached dwelling as a model home for sales purposes.

ARTICLE III

EASEMENT RESERVATION: The grantor reserves for itself as developer, its successors or assigns, in that capacity, an easement, 10 feet in width, 5 feet of each side of the side lot line of each numbered lot as herein in Article VI determined that adjoin other number lots and 10 feet in width along all streets and back lot lines, and right at any time in the future to grant a right-of-way under over and along said easement 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 of all utilities including electric power, gas, telephone service, Cable TV, drainage, or other utilities including water and sewer service. Within these easements, no structure, fence, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. It is specifically provided in these areas or any area designated for utility easements, that any fence constructed over these areas shall be constructed in such a manner and maintained

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in such a way as to allow ingress and egress for said utilities.

ARTICLE IV

**DWELLING, QUALITY AND SIZE:** The ground floor of the main structure, exclusive of one story open porches and garages, shall be not less than 900 square feet for a one story dwelling, nor less than 700 square feet for a dwelling of more than one story.

ARTICLE V

**BUILDING LOCATION:** No building, dwelling or solar system shall be located on any numbered lot nearer to a front, side or rear lot than the minimum building line as shown on recorded plat hereinabove referred to, and/or as identified as the minimum set back in the subdivision regulations for Onslow County.

ARTICLE VI

**LOT AREA AND WIDTH:** No numbered lot shall be subdivided for purposes of construction except that a dwelling and its setback area may be built on one lot and a portion of another and the existing side

lot line between the two said numbered lots be ignored, provided however, that the remainder of the lot divided shall be added to the adjacent lot and the dividing line between the divided lot shall be the new dividing line for purposes of setback of buildings as herein set out, unless the remaining portion of the lot from which a portion has been cut off is of a size sufficient in area to build a residence thereon. This shall be determined insofar as area is concerned as being of sufficient area to build on if said remaining portion of said lot is as large or larger than the smallest numbered lot in the above described and referred to subdivision and the dwelling placed thereon shall meet the minimum size requirement and be placed on the lot so as to meet the minimum building line setbacks and side and rear

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line setbacks as hereinabove provided in (Article V). All numbered lots on the above described plat may be build on insofar as area is concerned.

ARTICLE VII

**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. No more than two cords of wood shall be stored on any lot and none shall be sold from said lot.

ARTICLE VIII

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

ARTICLE IX

**BUILDING PLANS AND SPECIFICATIONS:** No dwelling or other building shall be erected upon any lot unless the plans and specifications thereof meet or exceed the requirements of "minimum property standards for living unit".

ARTICLE X

**ERECTION OF FENCES:** No fence shall be erected between the front building line and the street right-of-way line except decorative fences such as split-rail or picket not in excess of three feet in height. For purposes of this article a chain length fence even though not in excess of three feet in height shall not be considered a decorative fence. No fence shall be erected between the front building line of the main dwelling and the back lot line in excess of six feet in height. Where corner lots occur with adjacent lots sharing the same right-of-way line, no fence in excess

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of three feet in height shall be constructed along the right-of-way of the corner lots or nearer the right-of-way than the front building line of the adjacent lots. It is specifically provided in these areas or any area designated for utility easements, that any fence constructed over these areas shall be constructed in such a manner and maintained in such a way as to allow ingress and egress for said utilities.

ARTICLE XI

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

ARTICLE XII

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 equipment for storage or disposal of such material shall be kept in clean and sanitary condition. Garbage can shall be enclosed in a container constructed to coordinate and/or match the home design.

ARTICLE XIII

SIGHT DISTANCE AT INTERSECTIONS: No fence, wall hedge, tree or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular sight area shown on the above referred to Map. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. This article shall be construed and interpreted

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according to Department of Motor Vehicles regulations and their rulings shall control.

EXCEPTION: Entrance, fences and signs on Highway 1501.

ARTICLE XIV

TEMPORARY STRUCTURES: No structure of a temporary character, mobile home trailer, prefabricated or modular home or any unit requiring a Division of Motor Vehicles Certificate of Title, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, mobile home camper or like vehicle shall be parked on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

ARTICLE XV

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

ARTICLE XVI

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

ARTICLE XVII

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

ARTICLE XVIII

ALTERATION, MODIFICATION OR CHANGE IN THESE RESTRICTIONS: These restrictions as they apply to the

numbered lots hereinabove described may be altered, modified or changed at any time as to said number lots hereinabove described by written document executed and recorded in the Onslow County Registry by the then owners of not less than 60 percent of the numbered lots described in Article 1 above to which these restrictions apply. If the declarant owns 60 percent or more of the subdivided lots, the declarant may alter, modify or change these covenants without consent of anyone. Notwithstanding the above, none of the provisions of Article I may be changed or deleted without the written consent of the State of North Carolina.

ARTICLE XIX

**STREET LIGHTING:** The developer reserves the right to subject the real property in this subdivision to a contract with Jones Onslow EMC for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Jones Onslow EMC by the owner of each building.

IN TESTIMONY WHEREOF, HOOKS-KINLAW GROUP, INC. has caused this Declaration to be signed in its corporate name by its President and attested by its Secretary, and its corporate seal to be hereunto affixed, by authority of its Board of Directors duly given the day and year first above written.

CORPORATE SEAL

HOOKS-KINLAW GROUP, INC.



*Joseph Hal Kinlaw, Sr.*  
 Joseph Hal Kinlaw, Sr., President

*J. Hal Kinlaw, Jr.*  
 J. Hal Kinlaw, Jr., Secretary

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STATE OF NORTH CAROLINA

COUNTY OF ROBESON

I, the undersigned, a Notary Public in and for said County and State aforesaid do hereby certify that Joseph Hal Kinlaw, Sr., personally came before me this day and acknowledged that he is President of Hooks-Kinlaw Group, 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 J. Hal Kinlaw, Jr., as its Secretary.

Witness my hand and official stamp or seal this the 8th day of February, 1995.



*Paula W. Mertz*  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 2-11-96

NORTH CAROLINA, Onslow County  
The foregoing certificate(s) of Paula W. Mertz

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in  
Book 1227 Page 67 This 21st day of February  
in 95 P. M. at 3:15 o'clock P. M.  
*Michael Thomas* By \_\_\_\_\_  
Register of Deeds, Onslow County Register of Deeds

*(Handwritten initials)*

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PREPARED BY: J. HAL KINLAW, JR., ATTORNEY AT LAW  
MAIL AFTER RECORDING: J. HAL KINLAW, JR. 1995 MAY -5 PM 4: 36  
P. O. BOX 1371  
LUMBERTON, N. C. 28359

NORTH CAROLINA  
ONSLow COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, made this 11th day of April, 1995, by HOOKS-KINLAW GROUP, INC., a North Carolina Corporation with its principal place of business in St. Pauls, Robeson County, North Carolina, hereinafter referred to as the DECLARANT:

WITNESSETH:

WHEREAS, the declarant are owners of real property known as Foxtrace Subdivision, Section 4, Phase 3, lots 458-466, lots 490-495 and lot 511, and recorded in Map Book 32 at Page 68, Slide I-56, Onslow County Register of Deeds, to which for a more particular description reference is hereby made, and is desirous of subjecting said real property now to the protective and restrictive covenants herein 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 the said property and each and every lot or parcel thereof, and shall apply to and by the successors thereof; and

NOW, THEREFORE, the declarant hereby declares that the real property (Foxtrace Subdivision,) as hereinabove described is and shall be held, pledged, transferred, sold and conveyed subject to the restrictive and protective covenants as set forth hereinbelow:

ARTICLE I

PROPERTY: The subdivision identified as Section 4, Phase 3, lots 458-466, lots 490-495 and lot 511, shall be limited to single family dwellings: no duplexes, triplexes or quad-plexes. No lot shall have an impervious area of ground cover (as more particularly defined by Division of

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Environmental Management for the State of North Carolina) of more than three thousand (3,000) square feet. When two lots are combined per Article VI, then the maximum impervious area shall be six thousand (6,000) square feet. The allowable impervious area per lot as stated above shall include any built upon area therein between the edge of pavement and the right-of-way. These covenants shall define impervious area to include right-of-ways, paved right-of-ways, structures, pavement, walkways or patio of brick, stone or slate, not including wood decking.

ARTICLE II

LAND USE AND BUILDING TYPE: No numbered lot shall be used except for "single family residential purposes." "Single family residential purposes" is defined as a family unit related by blood or marriage as is customary in the area. A single family may consist of a single individual but shall not consist of units made up of a number of unrelated by blood or marriage individuals, whether adults or minors under the care of others wherein there is provided family care for usually two or more unrelated persons. A single family residential unit shall not be used nor shall residential purposes as herein set out be defined as covering the following types of uses: fraternities, sororities, family care homes, boarding homes, or any type residence in which a person or persons' care is paid for by himself or herself or others. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling as defined above not to exceed two and one-half stories in height and such outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. All construction shall be custom type construction built on the lot for residential or any other purposes. No mobile homes, doublewides or pre-manufactured homes or any unit requiring

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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 a new single family detached dwelling as a model home for sales purposes.

ARTICLE III

EASEMENT RESERVATION: The grantor reserves for itself as developer, its successors or assigns, in that capacity, an easement, 10 feet in width, 5 feet of each side of the side lot line of each numbered lot as herein in Article VI determined that adjoin other number lots and 10 feet in width along all streets and back lot lines, and right at any time in the future to grant a right-of-way under over and along said easement 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 of all utilities including electric power, gas, telephone service, Cable TV, drainage, or other utilities including water and sewer service. Within these easements, no structure, fence, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. It is specifically provided in these areas or any area designated for utility easements, that any fence constructed over these areas shall be constructed in such a manner and maintained in such a way as to allow ingress and egress for said utilities.

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ARTICLE IV

DWELLING, QUALITY AND SIZE: The ground floor of the main structure, exclusive of one story open porches and garages, shall be not less than 900 square feet for a one story dwelling, nor less than 700 square feet for a dwelling of more than one story.

ARTICLE V

BUILDING LOCATION: No building, dwelling or solar system shall be located on any numbered lot nearer to a front, side or rear lot than the minimum building line as shown on recorded plat hereinabove referred to, and/or as identified as the minimum set back in the subdivision regulations for Onslow County.

ARTICLE VI

LOT AREA AND WIDTH: No numbered lot shall be subdivided for purposes of construction except that a dwelling and its setback area may be built on one lot and a portion of another and the existing side lot line between the two said numbered lots be ignored, provided however, that the remainder of the lot divided shall be added to the adjacent lot and the dividing line between the divided lot shall be the new dividing line for purposes of setback of buildings as herein set out, unless the remaining portion of the lot from which a portion has been cut off is of a size sufficient in area to build a residence thereon. This shall be determined insofar as area is concerned as being of sufficient area to build on if said remaining portion of said lot is as large or larger than the smallest numbered lot in the above described and referred to subdivision and the dwelling placed thereon shall meet the minimum size requirement and be placed on the lot so as to meet the minimum building line setbacks and side and rear line setbacks as hereinabove provided in (Article V). All numbered lots on the above described plat may be build on insofar as area is concerned.

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ARTICLE VII

**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. No more than two cords of wood shall be stored on any lot and none shall be sold from said lot.

ARTICLE VIII

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

ARTICLE IX

**BUILDING PLANS AND SPECIFICATIONS:** No dwelling or other building shall be erected upon any lot unless the plans and specifications thereof meet or exceed the requirements of "minimum property standards for living unit".

ARTICLE X

**ERECTION OF FENCES:** No fence shall be erected between the front building line and the street right-of-way line except decorative fences such as split-rail or picket not in excess of three feet in height. For purposes of this article a chain length fence even though not in excess of three feet in height shall not be considered a decorative fence. No fence shall be erected between the front building line of the main dwelling and the back lot line in excess of six feet in height. Where corner lots occur with adjacent lots sharing the same right-of-way line, no fence in excess of three feet in height shall be constructed along the right-of-way of the corner lots or nearer the right-of-way than the front building line of the adjacent lots. It is specifically provided in these areas or any area designated

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for utility easements, that any fence constructed over these areas shall be constructed in such a manner and maintained in such a way as to allow ingress and egress for said utilities.

ARTICLE XI

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

ARTICLE XII

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 equipment for storage or disposal of such material shall be kept in clean and sanitary condition. Garbage can shall be enclosed in a container constructed to coordinate and/or match the home design.

ARTICLE XIII

SIGHT DISTANCE AT INTERSECTIONS: No fence, wall hedge, tree or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular sight area shown on the above referred to Map. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. This article shall be construed and interpreted according to Department of Motor Vehicles regulations and their rulings shall control.

EXCEPTION: Entrance, fences and signs on Highway 1501.

ARTICLE XIV

TEMPORARY STRUCTURES: No structure of a temporary character, mobile home trailer, prefabricated or modular

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home or any unit requiring a Division of Motor Vehicles Certificate of Title, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, mobile home camper or like vehicle shall be parked on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

ARTICLE XV

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

ARTICLE XVI

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

ARTICLE XVII

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

ARTICLE XVIII

ALTERATION, MODIFICATION OR CHANGE IN THESE RESTRICTIONS: These restrictions as they apply to the numbered lots hereinabove described may be altered, modified or changed at any time as to said number lots hereinabove described by written document executed and recorded in the Onslow County Registry by the then owners of not less than 60 percent of the numbered lots described in Article 1 above to which these restrictions apply. If the declarant owns 60

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percent or more of the subdivided lots, the declarant may alter, modify or change these covenants without consent of anyone. Notwithstanding the above, none of the provisions of Article I may be changed or deleted without the written consent of the State of North Carolina.

ARTICLE XIX

**STREET LIGHTING:** The developer reserves the right to subject the real property in this subdivision to a contract with Jones Onslow EMC for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Jones Onslow EMC by the owner of each building.

IN TESTIMONY WHEREOF, HOOKS-KINLAW GROUP, INC. has caused this Declaration to be signed in its corporate name by its President and attested by its Secretary, and its corporate seal to be hereunto affixed, by authority of its Board of Directors duly given the day and year first above written.

CORPORATE SEAL

HOOKS-KINLAW GROUP, INC.



*Joseph Hal Kinlaw, Sr.*  
Joseph Hal Kinlaw, Sr., President

ATTEST:

*J. Hal Kinlaw, Jr.*  
J. Hal Kinlaw, Jr., Secretary

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STATE OF NORTH CAROLINA

COUNTY OF ROBESON

I, the undersigned, a Notary Public in and for said County and State aforesaid do hereby certify that Joseph Hal Kinlaw, Sr., personally came before me this day and acknowledged that he is President of Hooks-Kinlaw Group, 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 J. Hal Kinlaw, Jr., as its Secretary.

Witness my hand and official stamp or seal this the 19th day of April, 1995.

*Paula W. Mertz*  
NOTARY PUBLIC



MY COMMISSION EXPIRES:

1995 MAY -5 PM 4:36

NORTH CAROLINA, ONSLOW COUNTY  
The foregoing certificate(s) of Paula W. Mertz

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in  
Book 1237 Page 551 This 5th day of May  
19 95 AD, at 4:36 o'clock P. M.  
*Michael McKeown* By \_\_\_\_\_  
Register of Deeds, Onslow County Register of Deeds

24 Key

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PREPARED BY: J. HAL KINLAW, JR., ATTORNEY AT LAW  
MAIL AFTER RECORDING: J. HAL KINLAW, JR.  
P. O. BOX 1371  
LUMBERTON, N. C. 28359

1995 MAY 19 PM 4:45

NORTH CAROLINA  
ONSLow COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, made this 9th day of May, 1995, by HOOKS-KINLAW GROUP, INC., a North Carolina Corporation with its principal place of business in St. Pauls, Robeson County, North Carolina, hereinafter referred to as the DECLARANT:

WITNESSETH:

WHEREAS, the declarant are owners of real property known as Foxtrace Subdivision, Section 4, Phase 3, lots 467-475, and lots 484-489, and recorded in Map Book 32 at Page 95, Slide I-83, Onslow County Register of Deeds, to which for a more particular description reference is hereby made, and is desirous of subjecting said real property now to the protective and restrictive covenants herein 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 the said property and each and every lot or parcel thereof, and shall apply to and by the successors thereof; and

NOW, THEREFORE, the declarant hereby declares that the real property (Foxtrace Subdivision,) as hereinabove described is and shall be held, pledged, transferred, sold and conveyed subject to the restrictive and protective covenants as set forth hereinbelow:

ARTICLE I

PROPERTY: The subdivision identified as Section 4, Phase 3, lots 467-475, and lots 484-489, shall be limited to single family dwellings: no duplexes, triplexes or quad-plexes. No lot shall have an impervious area of ground cover (as more particularly defined by Division of

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Environmental Management for the State of North Carolina) of more than three thousand (3,000) square feet. When two lots are combined per Article VI, then the maximum impervious area shall be six thousand (6,000) square feet. The allowable impervious area per lot as stated above shall include any built upon area therein between the edge of pavement and the right-of-way. These covenants shall define impervious area to include right-of-ways, paved right-of-ways, structures, pavement, walkways or patio of brick, stone or slate, not including wood decking.

ARTICLE II

LAND USE AND BUILDING TYPE: No numbered lot shall be used except for "single family residential purposes." "Single family residential purposes" is defined as a family unit related by blood or marriage as is customary in the area. A single family may consist of a single individual but shall not consist of units made up of a number of unrelated by blood or marriage individuals, whether adults or minors under the care of others wherein there is provided family care for usually two or more unrelated persons. A single family residential unit shall not be used nor shall residential purposes as herein set out be defined as covering the following types of uses: fraternities, sororities, family care homes, boarding homes, or any type residence in which a person or persons' care is paid for by himself or herself or others. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling as defined above not to exceed two and one-half stories in height and such outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. All construction shall be custom type construction built on the lot for residential or any other purposes. No mobile homes, doublewides or pre-manufactured homes or any unit requiring

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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 a new single family detached dwelling as a model home for sales purposes.

ARTICLE III

EASEMENT RESERVATION: The grantor reserves for itself as developer, its successors or assigns, in that capacity, an easement, 10 feet in width, 5 feet of each side of the side lot line of each numbered lot as herein in Article VI determined that adjoin other number lots and 10 feet in width along all streets and back lot lines, and right at any time in the future to grant a right-of-way under over and along said easement 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 of all utilities including electric power, gas, telephone service, Cable TV, drainage, or other utilities including water and sewer service. Within these easements, no structure, fence, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. It is specifically provided in these areas or any area designated for utility easements, that any fence constructed over these areas shall be constructed in such a manner and maintained in such a way as to allow ingress and egress for said utilities.

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ARTICLE IV

**DWELLING, QUALITY AND SIZE:** The ground floor of the main structure, exclusive of one story open porches and garages, shall be not less than 900 square feet for a one story dwelling, nor less than 700 square feet for a dwelling of more than one story.

ARTICLE V

**BUILDING LOCATION:** No building, dwelling or solar system shall be located on any numbered lot nearer to a front, side or rear lot than the minimum building line as shown on recorded plat hereinabove referred to, and/or as identified as the minimum set back in the subdivision regulations for Onslow County.

ARTICLE VI

**LOT AREA AND WIDTH:** No numbered lot shall be subdivided for purposes of construction except that a dwelling and its setback area may be built on one lot and a portion of another and the existing side lot line between the two said numbered lots be ignored, provided however, that the remainder of the lot divided shall be added to the adjacent lot and the dividing line between the divided lot shall be the new dividing line for purposes of setback of buildings as herein set out, unless the remaining portion of the lot from which a portion has been cut off is of a size sufficient in area to build a residence thereon. This shall be determined insofar as area is concerned as being of sufficient area to build on if said remaining portion of said lot is as large or larger than the smallest numbered lot in the above described and referred to subdivision and the dwelling placed thereon shall meet the minimum size requirement and be placed on the lot so as to meet the minimum building line setbacks and side and rear line setbacks as hereinabove provided in (Article V). All numbered lots on the above described plat may be build on insofar as area is concerned.

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ARTICLE VII

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. No more than two cords of wood shall be stored on any lot and none shall be sold from said lot.

ARTICLE VIII

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

ARTICLE IX

BUILDING PLANS AND SPECIFICATIONS: No dwelling or other building shall be erected upon any lot unless the plans and specifications thereof meet or exceed the requirements of "minimum property standards for living unit".

ARTICLE X

ERECTION OF FENCES: No fence shall be erected between the front building line and the street right-of-way line except decorative fences such as split-rail or picket not in excess of three feet in height. For purposes of this article a chain length fence even though not in excess of three feet in height shall not be considered a decorative fence. No fence shall be erected between the front building line of the main dwelling and the back lot line in excess of six feet in height. Where corner lots occur with adjacent lots sharing the same right-of-way line, no fence in excess of three feet in height shall be constructed along the right-of-way of the corner lots or nearer the right-of-way than the front building line of the adjacent lots. It is specifically provided in these areas or any area designated

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for utility easements, that any fence constructed over these areas shall be constructed in such a manner and maintained in such a way as to allow ingress and egress for said utilities.

ARTICLE XI

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

ARTICLE XII

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 equipment for storage or disposal of such material shall be kept in clean and sanitary condition. Garbage can shall be enclosed in a container constructed to coordinate and/or match the home design.

ARTICLE XIII

SIGHT DISTANCE AT INTERSECTIONS: No fence, wall hedge, tree or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular sight area shown on the above referred to Map. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. This article shall be construed and interpreted according to Department of Motor Vehicles regulations and their rulings shall control.

EXCEPTION: Entrance, fences and signs on Highway 1501.

ARTICLE XIV

TEMPORARY STRUCTURES: No structure of a temporary character, mobile home trailer, prefabricated or modular

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home or any unit requiring a Division of Motor Vehicles Certificate of Title, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, mobile home camper or like vehicle shall be parked on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

ARTICLE XV

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

ARTICLE XVI

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

ARTICLE XVII

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

ARTICLE XVIII

ALTERATION, MODIFICATION OR CHANGE IN THESE RESTRICTIONS: These restrictions as they apply to the numbered lots hereinabove described may be altered, modified or changed at any time as to said number lots hereinabove described by written document executed and recorded in the Onslow County Registry by the then owners of not less than 60 percent of the numbered lots described in Article 1 above to which these restrictions apply. If the declarant owns 60

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percent or more of the subdivided lots, the declarant may alter, modify or change these covenants without consent of anyone. Notwithstanding the above, none of the provisions of Article I may be changed or deleted without the written consent of the State of North Carolina.

ARTICLE XIX

**STREET LIGHTING:** The developer reserves the right to subject the real property in this subdivision to a contract with Jones Onslow EMC for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Jones Onslow EMC by the owner of each building.

IN TESTIMONY WHEREOF, HOOKS-KINLAW GROUP, INC. has caused this Declaration to be signed in its corporate name by its President and attested by its Secretary, and its corporate seal to be hereunto affixed, by authority of its Board of Directors duly given the day and year first above written.



CORPORATE SEAL

HOOKS-KINLAW GROUP, INC.

*Joseph Hal Kinlaw, Sr.*  
Joseph Hal Kinlaw, Sr., President

ATTEST:

*J. Hal Kinlaw, Jr.*  
J. Hal Kinlaw, Jr., Secretary

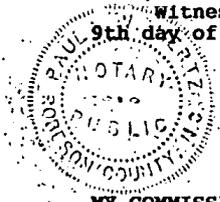
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STATE OF NORTH CAROLINA

COUNTY OF ROBESON

I, the undersigned, a Notary Public in and for said County and State aforesaid do hereby certify that Joseph Hal Kinlaw, Sr., personally came before me this day and acknowledged that he is President of Hooks-Kinlaw Group, 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 J. Hal Kinlaw, Jr., as its Secretary.

Witness my hand and official stamp or seal this the 19th day of May, 1995.



*Paula W. Mertz*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

2-11-96

1995 MAY 19 PM 4:45

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

Paul W. Mertz

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1239 Page 921 This 19th day of May 19 95 A.D. at 4:45 o'clock P.M. By *Michael M. Thomas* Register of Deeds, Robeson County