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BOOK 1292 PAGE 241
Prepared by Billy G. Sandlin

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NORTH CAROLINA

ONslow COUNTY

COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 5th day of March, 1996, by CR PROPERTIES, a North Carolina Partnership, of the State of North Carolina, hereinafter called "Declarant" to KANTON RIDGE, SECTION I;

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community; and to this end desires to subject the real property described in Article II to the covenants, restrictions, and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, the Declarant declares that the real property described in Article II, shall be transferred, sold, conveyed and occupied subject to the covenants, restrictions, and easements (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "The Properties" shall mean and refer to all lands described herein, as are subject to this Declaration or any Supplemental Declaration, under the provisions of Article II hereof.
- (b) "Original Lot" shall mean and refer to any plot of land shown upon any original recorded subdivision map of the Properties.
- (c) "Owner" shall mean and refer to the legal or equitable owner whether one or more persons or entities holding any original lot, whether such ownership be in fee simple title or as land contract vendee, and shall not mean or refer to a mortgage.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

BEING all of Lots 1, 2, 3, 4, and 5, inclusive, of KANTON RIDGE, SECTION I, as per Map recorded in Map Book 33, Page 102 (Slide J-130), Onslow County Registry, reference to

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which Map is hereby made for a fuller and more exact description.

ARTICLE III

BUILDING AND USE LIMITATIONS

Section 1. All lots as described in Article II hereof shall be limited to RESIDENTIAL use. No building shall be erected, altered, placed or permitted to remain on any residential lot other than a one family dwelling and private garages or out buildings incidental thereto. Provided, however, the Declarant shall have the right and privilege to use homes built by it as model homes from which to conduct sales operations of the remaining homes of The Properties.

a. All dwellings must have a minimum enclosed living area of 1,100 square feet, however a 10% variance is allowed, exclusive of open porches or attached garages. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be occupied or stored on any residential lot or abutting street either temporarily or permanently.

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum set back lines shown on the recorded plat or nearer to an interior lot line than eight (8) feet or nearer a rear lot line than ten (10) feet. For the purposes of this covenant, eaves, steps and open porches shall not be a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten (10) percent in the location of a building on the lot with respect to the minimum building lines and side and rear setback lines shall not be considered a violation of this covenant.

No sign or any kind of advertising device shall be displayed to the public view on any lot except one sign of not more than one (1) foot square with name and address of owner, other than a "for sale" sign by the owner or his agent of not more than three (3) square feet.

Section 2. 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 junk cars, that is cars not in use, or any other kind of trash shall be allowed to accumulate or remain on The Properties. No animals, livestock or poultry of any kind shall be raised or kept on any lot except dogs, cats or other household pets, provided that they shall not be so maintained for any commercial purpose.

Trash, garbage or any other waste material shall be kept in sanitary containers. Equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All fuel tanks shall be underground or adequately concealed. All structures intended for occupancy must be equipped with inside plumbing facilities. All sanitary plumbing, septic tanks, wells, and disposal of waste, shall conform with the minimum requirements of and be approved by the Health Department of Onslow County, North Carolina.

Section 3. Easements are reserved unto the Declarant for the

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purpose of conveying to public utility companies the necessary easements for utilities along the front, side, and rear lines of all lots in the subdivision for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephones and other public and quasipublic utilities and drainage and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from and across said premises to employees of said utilities.

Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear and side ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through 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.

No fence, wall, hedge or shrub planting which obstructs sight distance lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area as shown by the typical sight distance at the street intersections as shown on the recorded plat. Nothing shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 4. No lot as shown by the recorded map of the above lots shall be re-subdivided unless such part of the subdivided lot becomes a part of a whole lot, and the remainder of the subdivided lot becomes a part of another whole lot.

Section 5. The purpose of the foregoing Building and Use Limitations is to insure the use of the properties for attractive residential uses, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desirability of the community and thereby secure to each owner the full benefits and enjoyments to his home with no greater restrictions upon the free and undisturbed use of his property than are necessary to insure the same advantages to other owners.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Underground Wiring and Street Lights. Declarant, or its assigns, reserves the right to subject the real property described herein to a contract with Electrical 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 the Electrical Utility Company by the owner of each home.

Section 2. The covenants and restrictions of this Declaration are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any

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subdivided lot or part thereof by written document executed by the Declarants or their successors in title and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, as recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarants own sixty percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

Section 3. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then owners of sixty percent (60%) of the subdivided lots has been recorded, agreeing to change said Covenants and Restrictions in whole or in part.

Section 4. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as an owner on the records of the Declarant at the time of such mailing.

Section 5. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and failure by the Declarant or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

IN TESTIMONY whereof CR PROPERTIES, by and through its partners, has executed this document the day and year first above written.

CR PROPERTIES, a North Carolina Partnership by:

Cecil G. Davis (Seal)
CECIL G. DAVIS, Partner

Roger D. Taylor (Seal)
ROGER D. TAYLOR, Partner

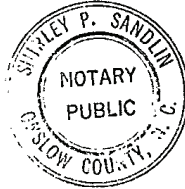
NORTH CAROLINA
ONSLow COUNTY

I, a notary public do hereby certify that CECIL G. DAVIS and ROGER D. TAYLOR personally came before me this day and acknowledged the

BOOK 1292 PAGE 245

due execution of the foregoing instrument.
Witness my hand and official seal this the 6th day of March, 1996.

Shirley P. Sandlin N.P. (Seal)
My commission expires 3-11-99.



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

Shirley P. Sandlin

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 1292 Page 241 This 11th day of March.
19 96 A.D., at 11:24 o'clock A. M.
Michael M. Thomas By _____
Register of Deeds, Onslow County Register of Deeds

16-00
B. Sandlin

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Prepared by Billy G. Sandlin

NORTH CAROLINA

ONslow COUNTY

COVENANTS

1976 SEP -3 AM 11:34

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 28 day of August, 1996, by CR PROPERTIES, a North Carolina Partnership, of the State of North Carolina, hereinafter called "Declarant" to KANTON RIDGE, SECTION II;

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community; and to this end desires to subject the real property described in Article II to the covenants, restrictions, and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, the Declarant declares that the real property described in Article II, shall be transferred, sold, conveyed and occupied subject to the covenants, restrictions, and easements (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "The Properties" shall mean and refer to all lands described herein, as are subject to this Declaration or any Supplemental Declaration, under the provisions of Article II hereof.
- (b) "Original Lot" shall mean and refer to any plot of land shown upon any original recorded subdivision map of the Properties.
- (c) "Owner" shall mean and refer to the legal or equitable owner whether one or more persons or entities holding any original lot, whether such ownership be in fee simple title or as land contract vendee, and shall not mean or refer to a mortgage.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

BEING all of KANTON RIDGE, SECTION II, as per Map recorded in Map Book 33, Page 237 (Slide J-264), Onslow County Registry, reference to which Map is hereby made for a fuller and more

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exact description.

ARTICLE III

BUILDING AND USE LIMITATIONS

Section 1. All lots as described in Article II hereof shall be limited to RESIDENTIAL use. No building shall be erected, altered, placed or permitted to remain on any residential lot other than a one family dwelling and private garages or out buildings incidental thereto. Provided, however, the Declarant shall have the right and privilege to use homes built by it as model homes from which to conduct sales operations of the remaining homes of The Properties.

All dwellings must have a minimum enclosed living area of 1,200 square feet, however a 10% variance is allowed, exclusive of open porches or attached garages. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be occupied or stored on any residential lot or abutting street either temporarily or permanently.

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum set back lines shown on the recorded plat or nearer to an interior lot line than eight (8) feet or nearer a rear lot line than ten (10) feet. For the purposes of this covenant, eaves, steps and open porches shall not be a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten (10) percent in the location of a building on the lot with respect to the minimum building lines and side and rear setback lines shall not be considered a violation of this covenant.

No sign or any kind of advertising device shall be displayed to the public view on any lot except one sign of not more than one (1) foot square with name and address of owner, other than a "for sale" sign by the owner or his agent of not more than three (3) square feet.

Section 2. 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 junk cars, that is cars not in use, or any other kind of trash shall be allowed to accumulate or remain on The Properties. No animals, livestock or poultry of any kind shall be raised or kept on any lot except dogs, cats or other household pets, provided that they shall not be so maintained for any commercial purpose.

Trash, garbage or any other waste material shall be kept in sanitary containers. Equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All fuel tanks shall be underground or adequately concealed. All structures intended for occupancy must be equipped with inside plumbing facilities. All sanitary plumbing, septic tanks, wells, and disposal of waste, shall conform with the minimum requirements of and be approved by the Health Department of Onslow County, North Carolina.

Section 3. Easements are reserved unto the Declarant for the purpose of conveying to public utility companies the necessary

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easements for utilities along the front, side, and rear lines of all lots in the subdivision for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephones and other public and quasipublic utilities and drainage and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from and across said premises to employees of said utilities.

Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear and side ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through 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.

No fence, wall, hedge or shrub planting which obstructs sight distance lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area as shown by the typical sight distance at the street intersections as shown on the recorded plat. Nothing shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 4. No lot as shown by the recorded map of the above lots shall be re-subdivided unless such part of the subdivided lot becomes a part of a whole lot, and the remainder of the subdivided lot becomes a part of another whole lot.

Section 5. The purpose of the foregoing Building and Use Limitations is to insure the use of the properties for attractive residential uses, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desirability of the community and thereby secure to each owner the full benefits and enjoyments to his home with no greater restrictions upon the free and undisturbed use of his property than are necessary to insure the same advantages to other owners.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Underground Wiring and Street Lights. Declarant, or its assigns, reserves the right to subject the real property described herein to a contract with Electrical 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 the Electrical Utility Company by the owner of each home.

Section 2. The covenants and restrictions of this Declaration 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

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Declarants or their successors in title and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, as recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarants own sixty percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

Section 3. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then owners of sixty percent (60%) of the subdivided lots has been recorded, agreeing to change said Covenants and Restrictions in whole or in part.

Section 4. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as an owner on the records of the Declarant at the time of such mailing.

Section 5. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and failure by the Declarant or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

IN TESTIMONY whereof CR PROPERTIES, by and through its partners, has executed this document the day and year first above written.

CR PROPERTIES, a North Carolina Partnership by:

Cecil G. Davis (Seal)
CECIL G. DAVIS, Partner

Roger D. Taylor (Seal)
ROGER D. TAYLOR, Partner

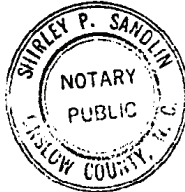
NORTH CAROLINA
ONSWLOW COUNTY

I, a notary public do hereby certify that CECIL G. DAVIS and ROGER D. TAYLOR personally came before me this day and acknowledged the due execution of the foregoing instrument.

BOOK 1324 PAGE 854

Witness my hand and official seal this the 3rd day of September, 1996.

Shirley P. Sandlin N.P. (Seal)
My commission expires 3-11-99.



NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Shirley P. Sandlin

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 1324 Page 850 This 3rd day of September
19 96 A.D. at 12:34 o'clock A. M.
Michael M. Thomas Register of Deeds, Onslow County
Register of Deeds

PREPARED BY L. ROBERT COXE, III

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COX

NORTH CAROLINA
ONslow COUNTY

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1997 AUG 19 PM 1:53

COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 18 day of August, 1997, by CR PROPERTIES, a North Carolina Partnership, of the State of North Carolina, hereinafter called "Declarant" to KANTON RIDGE, SECTION III;

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community; and to this end desires to subject the real property described in Article II to the covenants, restrictions, and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW THEREFORE, the Declarant declares that the real property described in Article II, shall be transferred, sold conveyed and occupied subject to the covenants restrictions, and easements (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

Article I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "The Properties" shall mean and refer to all lands described herein, as are subject to this Declaration or any Supplemental Declaration, under the provisions of Article II hereof.
- (b) "Original Lot" shall mean and refer to any plot of land shown upon any original recorded subdivision map of the Properties.
- (c) "Owner" shall mean and refer to the legal or equitable owner whether one or more persons or entities holding any original lot, whether such ownership be in fee simple title or as land contract vendee, and shall not mean or refer to a mortgage.

Article II

PROPERTY SUBJECT TO THIS DECLARATION

Being all of KANTON RIDGE, SECTION III, as per Map recorded in Map Book 35, Page 84 (Slide J-591), Onslow County Registry, reference to which Map is hereby made for a fuller and more exact description.

Article III

BUILDING AND USE LIMITATIONS

Section 1. All lots as described in Article II hereof shall be limited to RESIDENTIAL use. No building shall be erected, altered place or permitted to remain on any residential lot other than a one family dwelling and private garages or out buildings incidental thereto. Provided, however, the Declarant shall have the right and privilege to use homes built by it as model homes from which to conduct sales operations of the remaining homes of The Properties.

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All dwellings must have a minimum enclosed living area of 1,200 square feet, however a 10 % variance is allowed, exclusive of open porches or attached garages. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be occupied or stored on any residential lot or abutting street either temporarily or permanently.

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum set back lines shown on the recorded plat or nearer to an interior lot line than eight (8) feet or nearer a rear lot line than ten (10) feet. For the purposes of this covenant, eaves, steps and open porches shall not be a part of a building; provide, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten (10) percent in the location of a building on the lot with respect to the minimum building lines and side and rear setback lines shall not be considered a violation of this covenant.

No sign or any kind of advertising device shall be displayed to the public view on any lot except one sign of not more than one (1) foot square with name and address of owner, other than a "for sale" sign by the owner or his agent of not more than three (3) square feet.

Section 2. 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 junk cars, that is cars not in use, or any other kind of trash shall be allowed to accumulate or remain on The Properties. No animals, livestock or poultry of any kind shall be raised or kept on any lot except dog, cats or other household pets, provided that they shall not be so maintained for any commercial purpose.

Trash, garbage or any other waste material shall be kept in sanitary containers. Equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All fuel tanks shall be underground or adequately concealed. All structures intended for occupancy must be equipped with inside plumbing facilities. All sanitary plumbing, septic tanks, wells, and disposal of waste, shall conform with the minimum requirements of and be approved by the Health Department of Onslow County, North Carolina.

Section 3. Easements are reserved unto the Declarant for the purpose of conveying to public utility companies the necessary easements for utilities along the front, side, and rear lines of all lots in the subdivision for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephones and other public and quasipublic utilities and drainage and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from and across said premises to employees of said utilities.

Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear and side ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through 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.

No fence, wall, hedge or shrub planting which obstructs sight distance lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area as shown by the typical sight distance at the street intersections as shown on the recorded plat. Nothing shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 4. No lot as shown by the recorded map of the above lots shall be re-subdivided unless such part of the subdivided lot becomes a part of a whole lot, and the remainder of the subdivided lot becomes a part or another whole lot.

Section 5. The purpose of the foregoing Building and Use Limitations is to insure the use of the properties for attractive residential uses, to prevent nuisances, to prevent impairment

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of the attractiveness of the property, to maintain the desirability of the community and thereby secure to each owner the full benefits and enjoyments to his home with no greater restrictions upon the free and undisturbed use of his property than are necessary to insure the same advantages to other owners.

ARTICLE IV

GENERAL PROVISIONS

Section 1. **Underground Wiring and Street Lights.** Declarant, or its assigns, reserves the right to subject the real property described herein to a contract with Electrical 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 the Electrical Utility Company by the owner of each home.

Section 2. The covenants and restrictions of the Declaration are subject to being altered modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant or their successors in title and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, as recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarant own sixty percent (60%) or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone.

Section 3. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns; for a term of twenty years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then owners of sixty percent (60%) of the subdivided lots has been recorded, agreeing to change said Covenants and Restrictions in whole or in part.

Section 4. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as an owner on the records of the Declarant at the time of such mailing.

Section 5. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and failure by the Declarant or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 7. No more than 5750 square feet of any lot, including that portion of the right-of-way between the edge of pavement and the front line, shall be covered by impervious structures, including asphalt, gravel, concrete, brick, stone, slate or similar material, not including wood decking or the water surface of swimming pools. This covenant is intended to ensure continued compliance with the stormwater permit issued by the State of North Carolina. The covenant may not be changed or deleted without the consent of the state.

No one may fill in or pipe any roadside or lot-line swale, except as necessary to provide a minimum driveway crossing.

IN TESTIMONY whereof CR PROPERTIES, by and through its partners, has executed this document the day and year first above written.

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CR PROPERTIES, a North Carolina Partnership by:

Cecil G. Davis (SEAL)
CECIL G. DAVIS, Partner

[Signature] (SEAL)
ROGER D. TAYLOR, Partner

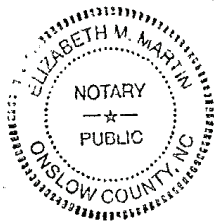
NORTH CAROLINA
ONSLow COUNTY

I, a notary public do hereby certify that CECIL G. DAVIS and ROGER D. TAYLOR personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 18 day of August,
19 97.

Elizabeth M. Martin
Notary Public

My Commission Expires: 1/17/2001



NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Elizabeth M. Martin

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 1390 Page 690 This 19th day of August
19 97 A.D. at 1:53 o'clock P. M. -----
Michael M. Thomas By -----
Register of Deeds, ONSLOW COUNTY Register of Deeds

Cove
4/4

NORTH CAROLINA BOOK 1429 PAGE 560

ONslow COUNTY

1998 FEB 12 PM 2:19

COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 12 day of February, 1998, by CR PROPERTIES, a North Carolina Partnership, of the State of North Carolina, hereinafter called "Declarant" to KANTON RIDGE, SECTION IV;

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community; and to this end desires to subject the real property described in Article II to the covenants, restrictions, and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW THEREFORE, the Declarant declares that the real property described in Article II, shall be transferred, sold conveyed and occupied subject to the covenants restrictions, and easements (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

Article I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "The Properties" shall mean and refer to all lands described herein, as are subject to this Declaration or any Supplemental Declaration, under the provisions of Article II hereof.
- (b) "Original Lot" shall mean and refer to any plot of land shown upon any original recorded subdivision map of the Properties.
- (c) "Owner" shall mean and refer to the legal or equitable owner whether one or more persons or entities holding any original lot, whether such ownership be in fee simple title or as land contract vendee, and shall not mean or refer to a mortgage.

Article II

PROPERTY SUBJECT TO THIS DECLARATION

Being all of KANTON RIDGE, SECTION IV, as per Map recorded in Map Book 35, Page 236 (Slide J-743), Onslow County Registry, reference to which Map is hereby made for a fuller and more exact description.

Article III

BUILDING AND USE LIMITATIONS

Section 1. All lots as described in Article II hereof shall be limited to RESIDENTIAL use. No building shall be erected, altered place or permitted to remain on any residential lot other than a one family dwelling and private garages or out buildings incidental thereto. Provided, however, the Declarant shall have the right and privilege to use homes built by it as model homes from which to conduct sales operations of the remaining homes of The Properties.

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All dwellings must have a minimum enclosed living area of 1,200 square feet, however a 10 % variance is allowed, exclusive of open porches or attached garages. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be occupied or stored on any residential lot or abutting street either temporarily or permanently.

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum set back lines shown on the recorded plat or nearer to an interior lot line than eight (8) feet or nearer a rear lot line than ten (10) feet. For the purposes of this covenant, eaves, steps and open porches shall not be a part of a building; provide, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten (10) percent in the location of a building on the lot with respect to the minimum building lines and side and rear setback lines shall not be considered a violation of this covenant.

No sign or any kind of advertising device shall be displayed to the public view on any lot except one sign of not more than one (1) foot square with name and address of owner, other than a "for sale" sign by the owner or his agent of not more than three (3) square feet.

Section 2. 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 junk cars, that is cars not in use, or any other kind of trash shall be allowed to accumulate or remain on The Properties. No animals, livestock or poultry of any kind shall be raised or kept on any lot except dog, cats or other household pets, provided that they shall not be so maintained for any commercial purpose.

Trash, garbage or any other waste material shall be kept in sanitary containers. Equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All fuel tanks shall be underground or adequately concealed. All structures intended for occupancy must be equipped with inside plumbing facilities. All sanitary plumbing, septic tanks, wells, and disposal of waste, shall conform with the minimum requirements of and be approved by the Health Department of Onslow County, North Carolina.

Section 3. Easements are reserved unto the Declarant for the purpose of conveying to public utility companies the necessary easements for utilities along the front, side, and rear lines of all lots in the subdivision for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephones and other public and quasipublic utilities and drainage and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from and across said premises to employees of said utilities.

Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear and side ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through 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.

No fence, wall, hedge or shrub planting which obstructs sight distance lines at elevations between two and six feet above the roadways shall be place or permitted to remain on any corner lot within the triangular area as shown by the typical sight distance at the street intersections as shown on the recorded plat. Nothing shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 4. No lot as shown by the recorded map of the above lots shall be re-subdivided unless such part of the subdivided lot becomes a part of a whole lot, and the remainder of the subdivided lot becomes a part or another whole lot.

Section 5. The purpose of the foregoing Building and Use Limitations is to insure the use of the properties for attractive residential uses, to prevent nuisances, to prevent impairment

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of the attractiveness of the property, to maintain the desirability of the community and thereby secure to each owner the full benefits and enjoyments to his home with no greater restrictions upon the free and undisturbed use of his property than are necessary to insure the same advantages to other owners.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Underground Wiring and Street Lights. Declarant, or its assigns, reserves the right to subject the real property described herein to a contract with Electrical 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 the Electrical Utility Company by the owner of each home.

Section 2. The covenants and restrictions of the Declaration are subject to being altered modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant or their successors in title and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, as recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarant own sixty percent (60%) or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone.

Section 3. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then owners of sixty percent (60%) of the subdivided lots has been recorded, agreeing to change said Covenants and Restrictions in whole or in part.

Section 4. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as an owner on the records of the Declarant at the time of such mailing.

Section 5. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and failure by the Declarant or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 7. No more than 5,391 square feet of lots 1 through 9 and lots 13 through 18; and 21,308 square feet of lots 10, 11, and 12, including that portion of the right-of-way between the edge of pavement and the front line, shall be covered by impervious structures, including asphalt, gravel, concrete, brick, stone, slate or similar material, not including wood decking or the water surface of swimming pools. This covenant is intended to ensure continued compliance with the stormwater permit issued by the State of North Carolina. The covenant may not be changed or deleted without the consent of the state.

No one may fill in or pipe any roadside or lot-line swale, except as necessary to provide a minimum driveway crossing.

IN TESTIMONY whereof CR PROPERTIES, by and through its partners, has executed this document the day and year first above written.

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CR PROPERTIES, a North Carolina Partnership by:

Cecil G. Davis (SEAL)
CECIL G. DAVIS, Partner

[Signature] (SEAL)
ROGER D. TAYLOR, Partner

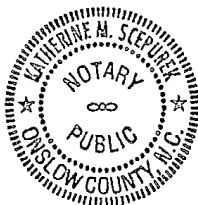
NORTH CAROLINA
ONSLow COUNTY

I, a notary public do hereby certify that CECIL G. DAVIS and ROGER D. TAYLOR personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 12 day of February, 19 98.

Katherine M. Scepurek
Notary Public

My Commission Expires: 10/20/98



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

Katherine M. Scepurek

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1429 Page 560 This 12th day of February 19 98 A.D., at 2:19 o'clock P. M.
[Signature] By -----
Register of Deeds, ONSLOW COUNTY Register of Deeds