

*Thomasine Moore*  
②

BOOK 614 PAGE 810

OPERATION CONCERN, INC.

TO DECLARATION OF COVENANTS

SECTION II, KENWOOD HOMES

NORTH CAROLINA:  
ONSWLOW COUNTY:

THIS DECLARATION, Made this the *22nd* day of December, 1981, By Operation Concern, Inc., a corporation organized and existing under the laws of the State of North Carolina, with its principal place of business in the City of Jacksonville, Onslow County, North Carolina, hereinafter called the "DECLARANTS".

WITNESSETH:

That whereas the Declarants are the owners of the real property described in Article I of this Declaration and are desirous of subjecting said real property to the protective covenants herein-after set forth, each and all of which is and are for the benefit of such property and for the owners thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof and shall apply to and bind the successors in interest and any owner thereof;

NOW, THEREFORE, The Declarants hereby declare that the real property described in and referred to in Article I herein is and shall be held, transferred, sold and conveyed subject to the restrictive and protective covenants set forth below.

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

Being all of Lots 1 through 29 in Block P, Lots 1 through 37 in Block R, Lots 9 through 53 in Block E, Lots 7 and 8 in Block M, Lots 1 through 11 in Block T, and Lots 1 through 10 in Block U, as shown on a map entitled, "Kenwood Homes, Section II", prepared by McDavid Associates, Inc. and recorded in Map Book 21, pages 63, 64, 65 and 66, Onslow County Registry.

ARTICLE II. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

ARTICLE III. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than Nine Thousand and no/100 (\$9,000.00) Dollars based upon cost levels prevailing on the date these Covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality or workmanship and materials substantially the same or better than that which can be produced on the date these Covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than eight hundred (800) square feet for a one-story dwelling, nor less than eight hundred (800) square feet for a dwelling of more than one story.

ARTICLE IV: BUILDING LOCATION: No building shall be located on any lot nearer than twenty (20) feet to the front lot line, or nearer than twenty-five (25) feet to any side street line. No building

THOMASINE E. MOORE  
ATTORNEY AT LAW  
224 NEW BRIDGE STREET  
JACKSONVILLE, N. C. 28540  
(919) 247-2080

shall be located nearer than eight (8) feet to an interior lot line. There shall be allowed a ten (10) percent tolerance in the set back line on both the front and side of each lot set forth above and any dwelling constructed so as not to exceed beyond said set back line more than ten (10) percent of the set back distance encroached shall not be in violation of these Covenants. No side yard shall be required for a garage or other permitted accessory building located fifty (50) feet or more from the minimum set back line. For the purpose of this Covenant, eaves, steps and open porches shall not be considered 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. No fence shall be built on any lot which extends nearer the front lot line than the front portion of the house located on said lot.

ARTICLE V. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than twenty (20) feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than ten thousand (10,000) square feet.

ARTICLE VI. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. It shall be the sole responsibility and duty of the owner of each lot or parcel of land described in Article I herein to maintain the drainage easement on said lot free from any obstruction and in a manner satisfactory to the Farmers Home Administration.

ARTICLE VII. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

ARTICLE VIII. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

ARTICLE IX. 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 purpose. No dogs or cats or other household pets may be kept for any purpose unless they are confined to the premises of the owner by means of a fence, or pen, or unless they are tied by a chain, rope, or other securing device which does not extend beyond the premises of the owner.

ARTICLE X. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and waste shall not be kept in sanitary containers, and no garbage incinerators shall be used on any residential lot.

ARTICLE XI. TERM: The Covenants are to run with the land, and shall be binding on all parties and all persons claiming under them, for a period of twenty (20) years from the date these Covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) 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 XII. ENFORCEMENT: Enforcement shall be by proceeding at law, or in equity, against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

THOMASINE E. MOORE  
ATTORNEY AT LAW  
214 NEW BRIDGE STREET  
JACKSONVILLE, N. C. 28540  
(919) 347-2060

ARTICLE XIII. SEVERABILITY: Invalidation of any one 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 XIV. It is understood and agreed and the grantees and all subsequent grantees expressly agree by the acceptance of the land within the above restrictive area that any or all of the above restrictive covenants that are set forth as Articles III, IV and V may be released, changed, modified, or amended by a majority vote of the property owners having frontage on the street involved on the area shown on the aforesaid plat; owners shall have one vote for each lineal foot owned.

IN TESTIMONY WHEREOF, Operation Concern, Inc. has caused these presents to be signed in its name by its President and its corporate seal to be affixed, and attested by its Secretary, all by authority of its Board of Directors duly given, the day and year first above written.

OPERATION CONCERN, INC.

By: Corbett H. Hankins Sr  
Corbett Hankins, President



Elizabeth Southerland  
Elizabeth Southerland, Secretary

NORTH CAROLINA

ONSLOW COUNTY

This the 22nd day of December, 1981, before me, Lovie C. Lanier, a Notary Public, personally came Corbett Hankins, who, being by me sworn, says that he is President of Operation Concern, Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that said writing was signed and sealed by him in behalf of the said corporation by its authority duly given. And the said President acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal, this the 22nd day of December, 1981.

Lovie C. Lanier  
Notary Public

My commission expires:

May 25, 1985.



THOMASINE E. MOORE  
ATTORNEY AT LAW  
230 NEW BRIDGE STREET  
JACKSONVILLE, N. C. 28540  
(919) 347-2090

NORTH CAROLINA, ONSLOW COUNTY  
The foregoing certificate(s) of Lovie C. Lanier

and  
Notary(ies) Public in (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 614 Page 810. This 12 day of JANUARY

1982 A.D. at 3:30 o'clock P. M.  
Richard M. Thomas  
Register of Deeds, Onslow County

Register of Deeds

*Rufus*  
*Arverna*

BOOK 757 PAGE 168

STATE OF NORTH CAROLINA )  
                                  ) DECLARATION OF RESTRICTIVE COVENANTS  
COUNTY OF ONSLOW         )

THIS DECLARATION, made this 25<sup>th</sup> day of November,  
1985, by Rufus McAllister, T/A McAllister's Enterprises, and  
wife, Arverna B. McAllister, hereinafter called "Declarant"  
and Spruillco, Ltd., Trustee, and Peoples Bank & Trust Company.

W I T N E S S E T H:

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

WHEREAS, the said Spruillco, Ltd., Trustee, and Peoples  
Bank & Trust Company, join in the execution of this Declaration  
for the purpose of subordinating the lien of that certain deed of  
trust dated June 17, 1985, recorded in Book 742, Page 720, in  
the office of the Register of Deeds of Onslow County.

NOW, THEREFORE, the said Rufus McAllister and wife, Arverna  
B. McAllister, declare that the real property described and  
referred to in Article I hereof is and shall be held, pledged,  
transferred, sold and conveyed subject to the protective coven-  
ants hereinbelow set forth and Spruillco, Ltd., Trustee, and  
Peoples Bank & Trust Company hereby declare that the lien of the  
deed of trust hereinbefore referred to shall be and are subordinate

BOOK 757 PAGE 169

to said protective covenants.

ARTICLE I.

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

Being all of the numbered lots as shown on that certain map entitled, "Kenwood Extension", which map was prepared by Surti & Associates, is dated                     , and is recorded in Map Book 23, Page 75-76, Slide C-183 & C-184, Onslow County Registry.

ARTICLE II.

No lot shall be used except for residential purposes. No residence shall be erected, altered, placed, or be permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height.

ARTICLE III.

No building shall be located on any lot nearer to the front street lot than the minimum building setback line of thirty (30) feet shown on recorded map referred to in Article I hereof. No building shall be located nearer than fifteen (15) feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located eighty (80) feet or more from the minimum building setback line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Declarant reserves the right

BOOK 757 PAGE 170

to waive minor violations of the setback and side line requirements set forth in this paragraph. (Violations not in excess of ten (10%) percent of the minimum requirements shall be deemed minor).

ARTICLE IV.

No single story residential structure which has an area of less than 1,000 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot.

ARTICLE V.

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No billboards shall be erected or maintained on the premises.

ARTICLE VI.

No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property.

ARTICLE VII.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot. Within these easements, no structure, planting or other material 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

BOOK 757 PAGE 171

continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE VIII.

Declarant reserves the right to subject the real property described above to a contract with Carolina Power and Light Company for the installation of underground electric cable and/or the installation of street lighting either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of each building.

ARTICLE IX.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2015, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots covered by these covenants it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him or them from so doing or to recover damages or other dues for such violation.

ARTICLE X.

Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not prevent the enforcement of such covenant or covenants in the future.

IN TESTIMONY WHEREOF, the said Rufus McAllister and wife, Arverna B. McAllister, and Spruillco, Ltd., and Peoples Bank & Trust Company have hereunto set their hands and seals, all the day and year first above written.

Rufus McAllister (SEAL)  
Rufus McAllister

Arverna B. McAllister (SEAL)  
Arverna B. McAllister

SPRUILCO, LTD., Justice  
By W. H. ...  
Vice President

PEOPLES BANK & TRUST COMPANY  
By W. B. ...  
Senior Vice President

(Corporate seal)  
ATTEST:  
W. H. ...  
Secretary

(Corporate seal)  
ATTEST:  
W. B. ...  
Secretary

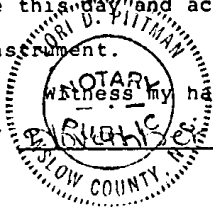


BOOK 757 PAGE 173

NORTH CAROLINA  
ONslow COUNTY

I, Lori D Pittman (Bright) Notary Public in and for said County and State, do hereby certify that Rufus McAllister and wife, Arverna B. McAllister, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 25 day of November, 1985.



Lori D Pittman (Bright)  
Notary Public

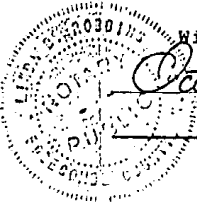
My commission expires:  
Sept 13, 1986

STATE OF North Carolina Edgecombe County

I, Linda B. Robbins a Notary Public do hereby certify that personally came before me, Diane Dimond, who being by me duly sworn, says that ~~he~~ <sup>Justice</sup> she is the vice President of Spruillco, Ltd., and that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, Spruillco, Ltd., <sup>Justice</sup> and that said writing was signed and sealed by him or her in behalf of said corporation, by its authority duly given; and the said \_\_\_\_\_

Diane Dimond acknowledge the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal, this the 4th day of October, 1985. My commission expires 2/2/90



Linda B. Robbins  
Notary Public

BOOK 757 PAGE 174

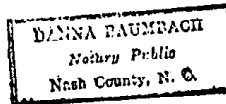
STATE OF NORTH CAROLINA, Onslow County.

I, Danna Baumbach, Notary Public do hereby certify that personally came before me, W. B. Floyd, Jr. who, being by me duly sworn, says that he or she is the Sr. Vice President of Peoples Bank & Trust Company and that the seal affixed to the foregoing instrument in writing is the corporate seal of the said Assistant Cashier <sup>Corporation</sup> Peoples Bank & Trust Company, and that said writing was signed and sealed by him or her, in behalf of said corporation, by its authority duly given; and the said W. B. Floyd, Jr. acknowledge the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal, this the 3<sup>rd</sup> day of October, 1985.

My commission expires: 8/10/87

Danna Baumbach  
Notary Public



NORTH CAROLINA, ONSLOW COUNTY Lori D. Pittman (Bright), Linda B. Robbins,  
The foregoing certificate(s) of  
and Danna Baumbach  
Notary(s) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in  
Book 757 Page 168 This 26 day of November  
19 85 at 12:19 o'clock A M.  
Michael M. [Signature] By \_\_\_\_\_  
Register of Deeds, Onslow County Register of Deeds

  
 Doc ID: 004441100002 Type: CRP  
 Recorded: 06/26/2008 at 04:25:57 PM  
 Fee Amt: \$17.00 Page 1 of 2  
 Onslow County, NC  
 Maryland K. Washington Reg. of Deeds  
**BK 3088 PG 564-565**

**NORTH CAROLINA  
 ONSLOW COUNTY**

**AMENDED DECLARATION OF  
 RESTRICTIVE COVENANTS  
 KENWOOD EXTENSION**

**THIS AMENDED DECLARATION** is made this 26 day of JUNE, 2008, by **RUFUS MCALLISTER**, also referred to as "DECLARANT";

**WITNESSETH:**

**WHEREAS**, Kenwood Extension is a subdivision of real property located in Jacksonville Township, Onslow County, North Carolina being more particularly described on that Map prepared and recorded in Map Book 23, Page 76, Onslow County Registry;

**WHEREAS**, Kenwood Extension was originally restricted by that Declaration of Restrictive Covenants executed by Declarant, and recorded in Deed Book 757, Page 168 Onslow County Registry;

**WHEREAS**, in Article III of the aforesaid Covenants Declarant reserves the right to make exceptions to the setbacks of the homes or attachments thereto for residence located in Kenwood Extension.

**WHEREAS**, Declarant desires to make an exception to the Home Location for Lot 32 Kenwood Extension by allowing a deviation of ten (10) feet on all set back lines referenced in Article III of the said Covenants;

**NOW THEREFORE**, the Declarant does hereby declare that Article III of the Declaration of the Restrictive Covenants Kenwood Extension as set out and recorded in Deed Book 757, Page 168 are hereby amended as to Lot 32 to further allow a deviation of ten (10) feet on all set backs recited in the aforesaid Covenants.

**IN WITNESS WHEREOF**, said Declarant Corporation has caused this instrument to be signed by its President this the day and year first above written.

*Aka Gloria McAllister*  
*Gloria Murrell* (SEAL)  
**RUFUS MCALLISTER**  
 BY ATTORNEY IN FACT *Gloria Murrell* GM

State of North Carolina  
 County of Onslow

I, a Notary Public of the County and State aforesaid, certify that *GM* **GLORIA MURRILL** as *McAllister* Attorney in Fact for **RUFUS MCALLISTER**, personally appeared before me this day, and being by me duly sworn, says that she executed the foregoing and annexed instrument for and in behalf of **GLORIA MURRILL** *GM McAllister* and her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina, and that this instrument was executed under and by virtue of the authority duly given by said instrument granting her power of attorney; that the said **GLORIA MURRILL** *GM McAllister* acknowledged the due execution of the foregoing instrument for the purposes therein expressed for and in behalf of the said **RUFUS MCALLISTER**.

Witness my hand and official stamp or seal, this 26<sup>th</sup> day of June, 2008.

*Monte L. Hutchins*  
 Notary Public *Monte L. Hutchins*

