

#35
Waters



Doc ID: 003977720008 Type: CRP
Recorded: 07/23/2007 at 11:29:22 AM
Fee Amt: \$35.00 Page 1 of 8
Onslow County, NC
Maryland K. Washington Reg. of Deeds
BK 2915 PG 944-951

STATE OF NORTH CAROLINA:

COUNTY OF ONSLOW:

**DECLARATION OF RESTRICTIVE COVENANTS
KILLIS HILLS - PHASE ONE**

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made
this 23rd day of July, 2007, by B & H ASSOCIATES, INC., hereinafter
called the "Declarant".

WITNESSETH:

THAT WHEREAS, 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 and restrictive
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 insure to the benefit of and pass with and run with the 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 said Declarant hereby declares that the real property described and referred to in Article I hereof is and shall be subject to the covenants hereinbelow set forth.

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

Being all of the numbered lots, as shown on that plat entitled, "Killis Hills - Phase One, Section One", recorded in Map Book 53, Page 196, Slide M-70, Onslow County Registry.

ARTICLE II

LAND USE: No lot referred to in Article I above shall be used for any purpose except for one single-family residential home excluding doublewide mobile homes and modular homes. All construction shall be stick built, site built homes.

ARTICLE III

SIZE AND QUALITY: All homes must be new and have no less than 1400 square feet of heated space. All roofs shall be of A-roof construction and covered with 20-year shingles.

ARTICLE IV

HOME LOCATION: No home or attachment thereto shall be located on any lot nearer to the front property line than thirty (30) feet, or nearer that eight (8) feet to any interior side lot line, or nearer than twenty (20) feet to the rear lot line. Declarant reserves the right to make exceptions to the above setbacks.

ARTICLE V

LOT UTILIZATION: Only one (1) home shall be permitted on any lot within said subdivision. The layout of each home lot shall provide off street parking within the lot for each automobile owned or customarily used by each person occupying the home.

ARTICLE VI

FOUNDATIONS: All homes shall be erected upon a foundation. All foundations shall be brick or stucco. All steps fronting upon a street shall be constructed with brick, concrete or pressure treated lumber.

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 become an annoyance or nuisance to a neighbor. No unlicensed or inoperable motor vehicle shall be allowed to remain on any lot. Further, no stagnant water, stale garbage or any other unsanitary condition conducive to the breeding of mosquitoes or insects, or prejudicial to health, will be permitted on any lot.

ARTICLE VIII

ANIMALS, LIVESTOCK AND POULTRY: No animals, livestock or poultry shall be raised, bred or kept on any lot for commercial purposes; animals, livestock or poultry shall be allowed to be kept or maintained on said lots, subject to the restriction that no animal be allowed to run at large on any lands in said subdivision other than the lot of each individual owner who owns said animal.

ARTICLE IX

ERECTION OF FENCES: No fence over six (6) feet in height shall be constructed between the front building line of the dwelling and the back lot line. No fence shall be erected between the front building line and the street right of way unless approved by Declarant or its assigns. Only steel chain-link, redwood, vinyl or salt-treated wood will be allowed for the construction of fences. All fences shall be of reasonable good and acceptable appearance.

ARTICLE X

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (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 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.

ARTICLE XI

SIGNS: No sign of any kind shall be displayed to public view on any lot except one professional sign not of more than one (1) square foot parallel to the building line, one (1) sign of not more than four (4) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

ARTICLE XII

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

ARTICLE XIII

STORAGE BUILDINGS: All outbuildings, storage buildings, etc., constructed shall be in keeping with the same architectural design and appearance as the main dwelling and shall be located to the rear of each residence.

ARTICLE XIV

MAILBOXES: All mail boxes and posts and garbage can holders shall be constructed in accordance with the design of the Declarant. It shall be the responsibility of the owners to maintain and/or replace these items to assure a reasonably good and acceptable appearance. All garbage cans and holders shall be located to the rear of each residence.

ARTICLE XV

COMMERCIAL ACTIVITIES: No residential lot described above shall be utilized in any manner for any commercial activity: provided, however, that this article shall not be construed to prohibit the uses of a home as a model home for sales purposes. No parking or storage of commercial vehicles shall be allowed.

ARTICLE XVI

STREET LIGHTING AGREEMENT: The Declarant reserves the right to subject the real property in this subdivision to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both which may

require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

ARTICLE XVII

STORMWATER RUNOFF: The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 061201, as issued by the Division of Water Quality under NCAC 2H.1000.

- a. The state of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.
- b. The covenants are to run with the land and be binding on all persons and parties claiming under them.
- c. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.
- d. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.
- e. The maximum built-upon area per lot is 8363 square feet. The allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. "Built-upon area" includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.
- f. Filling in or piping of any vegetative conveyance (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.

- g. Lots within CAMA's Area of Environmental Concern may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC.
- h. Each lot will maintain a 30-foot wide vegetated buffer between all impervious areas and surface waters.
- i. All roof drains shall terminate at least 30 feet from the mean high water mark.

ARTICLE XVIII

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

ARTICLE XIX

TERM: These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time such covenants shall automatically extend for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE XX

SEVERABILITY: Invalidation of anyone of these protective covenants by judgment, judicial decree or court order, or otherwise, shall not affect in any manner any of the other

provisions contained in this Declaration and the remaining provisions shall thereafter be and remain in full force and effect.

IN WITNESS WHEREOF, the said Declarant has caused this instrument to be executed in its name the day and year first above written.

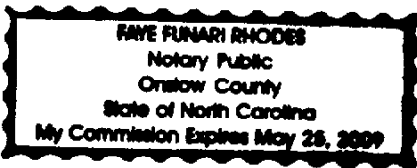
B & H ASSOCIATES, INC.

By: *[Signature]*
Homer F. Hobgood, President

STATE OF NORTH CAROLINA:

COUNTY OF ONSLOW:

I, FAYE FUNARI RHODES, a Notary Public for the County and State aforesaid, do hereby certify that HOMER F. HOBGOOD, personally came before me this day and acknowledged that he is the President of B & H ASSOCIATES, INC., a North Carolina corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and notarial stamp or seal, this the 23rd day of July, 2007.



[Signature]
Notary Public
My Commission Expires: 05-25-09



Doc ID: 004369540002 Type: CRP
Recorded: 05/15/2008 at 09:14:21 AM
Fee Amt: \$17.00 Page 1 of 2
Onslow County, NC
Maryland K. Washington Reg. of Deeds

BK 3065 PG 922-923

Prepared By: DONALD G. WALTON, JR., ATTORNEY
722 New Bridge Street
Jacksonville, North Carolina 28540

NORTH CAROLINA

**AMENDED DECLARATION OF
RESTRICTIVE COVENANTS
KILLIS HILLS- PHASE I**

ONSLOW COUNTY

THIS AMENDED DECLARATION is made this 14 day of May
2008, by **B & H ASSOCIATES, INC.** (Declarant Corporation) also referred to as Declarant:

WITNESSETH:

WHEREAS, Killis Hills-Phase I is a subdivision of real property located in Richlands Township, Onslow County, North Carolina being more particularly described on that Map prepared and recorded in Map Book 53, Page 196, Onslow County Registry;

WHEREAS, Killis Hills-Phase I was originally restricted by that Declaration of Restrictive Covenants (Covenants) executed by Declarant, and recorded in Deed Book 2915, Pages 944-951 Onslow County Registry;

WHEREAS, in Article IV of the aforesaid Covenants Declarant reserves the right to make exceptions to the setbacks of the homes or attachments thereto for residences located in Killis Hills-Phase I.

WHEREAS, Declarant desires to make an exception to the Home Location for Lot 35 Killis Hills-Phase I, Section I, by allowing a deviation of eight (8) inches on all set back lines referenced in Article IV of the said Covenants;

NOW THEREFORE, the Declarant does hereby declare that Article IV of the Declaration of Restrictive Covenants Killis Hills-Phase I as set out and recorded in Deed Book 2915, Page 944-951 are hereby amended as to Lot 35, Phase I, Section I to further allow a

deviation of eight (8) inches 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.

B & H ASSOCIATES, INC.

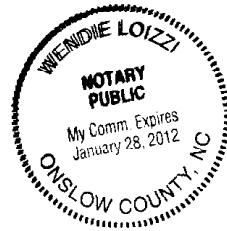
BY: [Signature]

**STATE OF NORTH CAROLINA
COUNTY OF ONSLOW**

I, a Notary Public of the aforesaid County and State, do hereby certify that Homer F. Hobgood personally came before me this day and acknowledged that he is President of **B & H ASSOCIATES, INC.**, a North Carolina Corporation, and that by authority duly given and as the President of the aforesaid corporation, executed the foregoing instrument on behalf of the corporation, **B & H ASSOCIATES, INC.**

Witness my hand and official stamp or seal, this the 14th day of May, 2008.

My commission Expires: January 28th, 2012 [Signature]
NOTARY PUBLIC





Doc ID: 004462810006 Type: CRP
Recorded: 07/16/2008 at 04:36:21 PM
Fee Amt: \$29.00 Page 1 of 6
Onslow County, NC
Maryland K. Washington Reg. of Deeds
BK **3098** PG **588-593**

AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS FOR KILLIS HILLS - PHASE ONE

This Amendment to the Declaration of Restrictive Covenants for Killis Hills - Phase One made this 30 day of June, 2008, by B & H Associates, Inc., A.R. Bell Construction, Inc, Dennis K. Carter and wife, Estell Carter doing business as D&E Enterprises, Hobbs Builders, Inc., Precision, Inc., Ritchie Commercial Developers, Inc., and R. Jones Builders, Inc.

WHEREAS B & H Associates, Inc. As Declarant recorded a Declaration of Restrictive Covenants for Killis Hills - Phase One a copy of which are recorded in Book 2915, Pages 944 - 951, Onslow County Registry; and

WHEREAS B & H Associates, Inc., A.R. Bell Construction, Inc, Dennis K. Carter and wife, Estell Carter doing business as D&E Enterprises, Hobbs Builders, Inc., Precision, Inc., Ritchie Commercial Developers, Inc., and R. Jones Builders, Inc. are the owners of more than 60% of the lots in Phase One of Killis Hills as required by Article XVIII of the Restrictive Covenants for amendment of the restrictive covenants; and

WHEREAS the undersigned wish to amend the Declaration of Restrictive Covenants for Killis Hills - Phase I by removing Article III in its entirety and replacing it with a new Article III which shall read as follows:

ARTICLE III

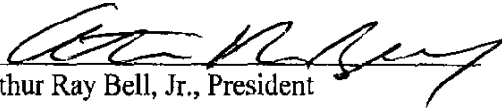
SIZE AND QUALITY All homes must be new and have no less than 1250 square feet of heated space. All roofs shall be of A-roof construction and covered with 20-year shingles.

This the 30 day of June, 2008.

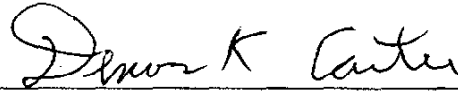
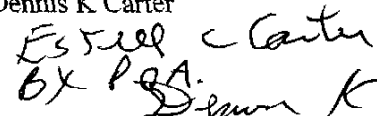
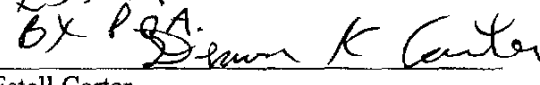
B & H Associates, Inc.

Homer F. Hobgood, President

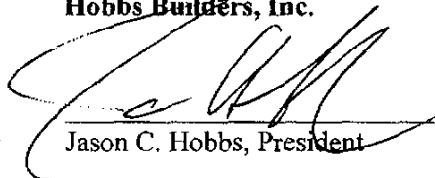
A.R. Bell Construction, Inc


Arthur Ray Bell, Jr., President

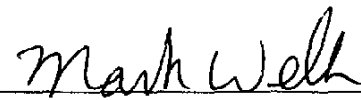
D&E Enterprises


Dennis K Carter

Estell Carter

Estell Carter


Hobbs Builders, Inc.


Jason C. Hobbs, President


Precision, Inc.


Mark Weller, President

Ritchie Commercial Developers, Inc.


Diane J. Ritchie, President

R. Jones Builders, Inc.


Russell D. Jones, President

State of North Carolina
County of Onslow

I, the undersigned Notary Public of the County and State aforesaid, certify that Russell D. Jones, personally appeared before me this day and acknowledged that he is the President of R. Jones Builders, Inc., a North Carolina corporation and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 30 day of June, 2008.

Angela Blake Edens Signature
Angela Blake Edens Notary Public

(Print/Type Notary Name on line above)

My Commission Expires: January 24, 2010



State of North Carolina
County of Onslow

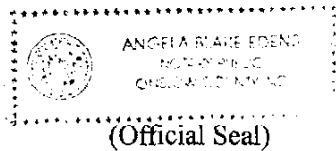
I, Angela Blake Edens the undersigned Notary Public of the County and State aforesaid, certify that Dennis K. Carter personally appeared before me this day and acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Date: 6-30-08

Angela Blake Edens Signature
Angela Blake Edens Notary Public

(Print/Type Notary Name on line above)

My Commission Expires: January 24, 2010



State of North Carolina
County of Onslow

I, the undersigned Notary Public of the County and State aforesaid, certify that Mark Weller, personally appeared before me this day and acknowledged that he is the President of Precision, Inc., a North Carolina corporation and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 30 day of June, 2008.

Angela Blake Edens Signature
Angela Blake Edens Notary Public
(Print/Type Notary Name on line above)

My Commission Expires: January 24, 2010

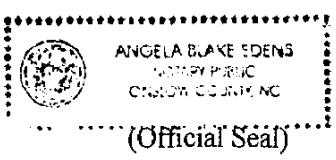


State of North Carolina
County of Onslow

I, the undersigned Notary Public of the County and State aforesaid, certify that Diane J. Ritchie, personally appeared before me this day and acknowledged that she is the President of Ritchie Commercial Developers, Inc., a North Carolina corporation and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 30 day of June, 2008.

Angela Blake Edens Signature
Angela Blake Edens Notary Public
(Print/Type Notary Name on line above)

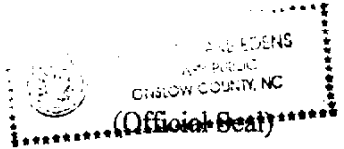
My Commission Expires: January 24, 2010



State of North Carolina
County of Onslow

I, the undersigned Notary Public of the County and State aforesaid, certify that Arthur Ray Bell, Jr., personally appeared before me this day and acknowledged that he is the President of A.R. Bell Construction, Inc, a North Carolina corporation and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 30 day of June, 2008.

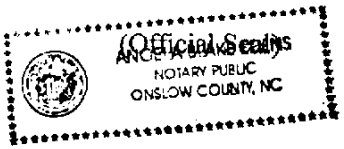
Angela Blake Edens Signature
Angela Blake Edens Notary Public
(Print/Type Notary Name on line above)
My Commission Expires: January 24, 2010



State of North Carolina
County of Onslow

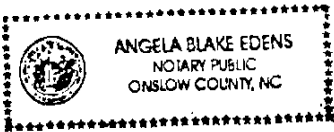
I, the undersigned Notary Public of the County and State aforesaid, certify that Jason C. Hobbs, personally appeared before me this day and acknowledged that he is the President of Hobbs Builders, Inc., a North Carolina corporation and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 30 day of June, 2008.

Angela Blake Edens Signature
Angela Blake Edens Notary Public
(Print/Type Notary Name on line above)
My Commission Expires: January 24, 2010



State of North Carolina
County of Onslow

I, the undersigned Notary Public of the County and State aforesaid, certify that Mark Weller personally appeared before me this day and acknowledged that he is the President of Precision, Inc., a North Carolina Corporation and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 30 day of June 2008.



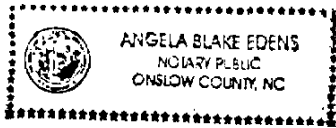
Angela Blake Edens Signature

Angela Blake Edens Notary Public

My commission Expires: January 24, 2010

State of North Carolina
County of Onslow

I, the undersigned Notary Public of the County and State aforesaid, certify that Homer F. Hobgood personally appeared before me this day and acknowledged that he is the President of B&H Associates, Inc., a North Carolina Corporation and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 16 day of ~~June~~ July 2008.



Angela Blake Edens Signature

Angela Blake Edens Notary Public

My commission Expires: January 24, 2010

Waters



Doc ID: 007128600009 Type: CRP
Recorded: 02/09/2009 at 02:01:00 PM
Fee Amt: \$38.00 Page 1 of 9
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds

BK **3178** PG **753-761**

STATE OF NORTH CAROLINA:

COUNTY OF ONSLOW:

**DECLARATION OF RESTRICTIVE COVENANTS
KILLIS HILLS - PHASE TWO, SECTIONS ONE AND TWO**

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS,

made this 9th day of February, 2009, by DANNY E. BAYSDEN, and
TOWN & COUNTRY BUILDING COMPANY, INC., hereinafter called the "Declarants".

W I T N E S S E T H:

THAT WHEREAS, 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 and restrictive 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 insure to the benefit of and pass with and run with the 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 said Declarants hereby declare that the real property described and referred to in Article I hereof is and shall be subject to the covenants hereinbelow set forth.

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

Being all of the numbered lots, as shown on those plats entitled, "Killis Hills - Phase Two, Section One", recorded in Map Book 55, Page 229, Slide M-583,; and "Killis Hills - Phase Two, Section Two", recorded in Map Book 57, Page 9, Slide M-843, Onslow County Registry.

ARTICLE II

LAND USE: No lot referred to in Article I above shall be used for any purpose except for one single-family residential home excluding doublewide mobile homes and modular homes. All construction shall be stick built, site built homes.

ARTICLE III

SIZE AND QUALITY: All homes must be new and have no less than 1250 square feet of heated space. All roofs shall be of A-roof construction and covered with 20-year architectural shingles.

ARTICLE IV

HOME LOCATION: No home or attachment thereto shall be located on any lot nearer to the front property line than thirty (30) feet, or nearer that eight (8) feet to any interior side lot line, or nearer than twenty (20) feet to the rear lot line. Declarants reserve the right to make exceptions to the above setbacks.

ARTICLE V

LOT UTILIZATION: Only one (1) home shall be permitted on any lot within said subdivision. The layout of each home lot shall provide off street parking within the lot for each automobile owned or customarily used by each person occupying the home. Each home shall be served by a paved driveway leading to the street, such paving to be of asphalt or concrete.

ARTICLE VI

FOUNDATIONS: All homes shall be erected upon a foundation. All foundations shall be brick or stucco. All steps fronting upon a street shall be constructed with brick, concrete or pressure treated lumber.

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 become an annoyance or nuisance to a neighbor. No unlicensed or inoperable motor vehicle shall be allowed to remain on any lot. Further, no stagnant water, stale garbage or any other unsanitary condition conducive to the breeding of mosquitoes or insects, or prejudicial to health, will be permitted on any lot.

ARTICLE VIII

ANIMALS, LIVESTOCK AND POULTRY: No animals, livestock or poultry shall be raised, bred or kept on any lot for commercial purposes; animals, livestock or poultry shall be allowed to be kept or maintained on said lots, subject to the restriction that no animal be allowed to run at large on any lands in said subdivision other than the lot of each individual owner who owns said animal.

ARTICLE IX

ERECTION OF FENCES: No fence over six (6) feet in height shall be constructed between the front building line of the dwelling and the back lot line. No fence shall be erected between the front building line and the street right of way unless approved by Declarants or their assigns. Only steel chain-link, redwood, vinyl or salt-treated wood will be allowed for the construction of fences. All fences shall be of reasonable good and acceptable appearance.

ARTICLE X

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (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 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.

ARTICLE XI

SIGNS: No sign of any kind shall be displayed to public view on any lot except one professional sign not of more than one (1) square foot parallel to the building line, one (1) sign of not more than four (4) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

ARTICLE XII

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

ARTICLE XIII

STORAGE BUILDINGS: All outbuildings, storage buildings, etc., constructed shall be in keeping with the same architectural design and appearance as the main dwelling and shall be located to the rear of each residence.

ARTICLE XIV

MAILBOXES: All mail boxes and posts and garbage can holders shall be constructed in accordance with the design of the Declarants. It shall be the responsibility of the owners to maintain and/or replace these items to assure a reasonably good and acceptable appearance. All garbage cans and holders shall be located to the rear of each residence.

ARTICLE XV

COMMERCIAL ACTIVITIES: No residential lot described above shall be utilized in any manner for any commercial activity; provided, however, that this article shall not be construed to prohibit the uses of a home as a model home for sales purposes. No parking or storage of commercial vehicles shall be allowed.

ARTICLE XVI

STREET LIGHTING AGREEMENT: The Declarants reserve the right to subject the real property in this subdivision to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both which may

require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

ARTICLE XVII

STORMWATER RUNOFF: The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 071014, as issued by the Division of Water Quality under NCAC 2H.1000.

- a. The state of North Carolina is made a beneficiary of these covenants to the extent *necessary to maintain compliance with the stormwater management permit.*
- b. The covenants are to run with the land and be binding on all persons and parties claiming under them.
- c. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.
- d. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.
- e. The maximum built-upon area per lot is 7,145 square feet. The allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. "Built-upon area" includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.
- e. In the case of a lot within CAMA's regulated AEC, where the Division of Coastal Management calculates a different maximum allowable built-upon area for that lot than

shown herein, the governing maximum built-upon area for that lot shall be the most restrictive of the two.

g. Filling in or piping of any vegetative conveyance (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.

h. Each lot will maintain a 30-foot wide vegetated buffer between all impervious areas and surface waters.

i. All roof drains shall terminate at least 30 feet from the mean high water mark.

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

k. This project proposes a curb outlet system. Each designated curb outlet swale shown on the approved plan must be maintained at a minimum of 100 feet long with 5:1 (H:V) side slopes or flatter, have a longitude slope not steeper than 5%, carry the flow from a 10-year storm in a non-erosive manner, and maintain a dense vegetated cover.

ARTICLE XVIII

AMENDMENTS: These restrictions are subject to being altered, modified, canceled or changed at anytime as to said subdivision as a whole or as to any 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 (60%) percent of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the office of the Register of Deeds of Onslow County, North Carolina. If the Declarants own sixty (60%) percent or more of the subdivided lots, the Declarants may alter or amend these covenants without the consent of anyone.

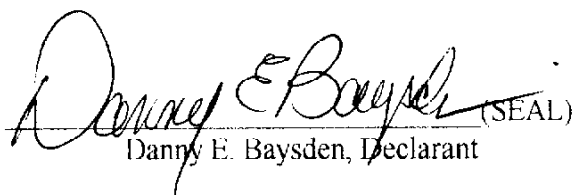
ARTICLE XIX

TERM: These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time such covenants shall automatically extend for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE XX

SEVERABILITY: Invalidation of anyone of these protective covenants by judgment, judicial decree or court order, or otherwise, shall not affect in any manner any of the other provisions contained in this Declaration and the remaining provisions shall thereafter be and remain in full force and effect.

IN WITNESS WHEREOF, the said Declarants have caused this instrument to be executed the day and year first above written.

 (SEAL)
Danny E. Baysden, Declarant

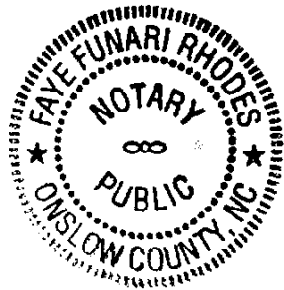
TOWN & COUNTRY BUILDING COMPANY, INC.

By: Marilyn Bruce, Pres.

STATE OF NORTH CAROLINA:

COUNTY OF ONSLOW:

I, FAYE FUNARI RHODES, a Notary Public for the County and State aforesaid, do hereby certify that DANNY E. BAYSDEN, personally came before me this day and acknowledged that he signed the foregoing instrument. Witness my hand and notarial stamp or seal, this the 9th day of February, 2009.

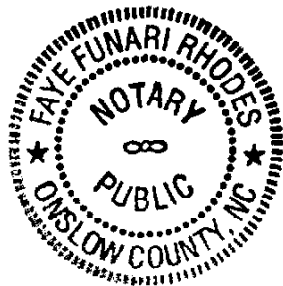


Faye Funari Rhodes
Notary Public
My Commission Expires: May 25, 2009

NORTH CAROLINA:

ONSLOW COUNTY:

I, FAYE FUNARI RHODES, a Notary Public for the County and State aforesaid, do hereby certify that MARILYN BUNCE personally came before me this day and acknowledged that She is the PRESIDENT of TOWN & COUNTRY BUILDING COMPANY, INC., a North Carolina corporation, and that by authority duly given and as the act of such entity, She signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and notarial stamp or seal, this the 9th day of February, 2009.



Faye Funari Rhodes
Notary Public
My Commission Expires: May 25, 2009

1/24/09



Doc ID: 007151470003 Type: CRP
Recorded: 02/24/2009 at 09:17:08 AM
Fee Amt: \$20.00 Page 1 of 3
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds

BK 3185 PG 661-663

NORTH CAROLINA:

ONSLow COUNTY:

**AMENDMENT OF RESTRICTIVE COVENANTS
KILLIS HILLS, PHASE TWO, SECTIONS ONE AND TWO**

THIS AMENDMENT OF RESTRICTIVE COVENANTS, made this 23rd day of
FEBRUARY, 2009, by DANNY E. BAYSDEN, and TOWN & COUNTRY
BUILDING COMPANY, INC., hereinafter referred to as "Declarants";

WITNESSETH:

THAT WHEREAS, Declarants are the owners of that real property designated as Killis
Hills-Phase Two, Section One, and Killis Hills-Phase Two, Section Two as recorded in Map
Book 55, Page 229 and Map Book 57, Page 9, Onslow County Registry; and

WHEREAS restrictive covenants affecting said lots have heretofore been recorded in
Book 3178, Page 753, Onslow County Registry; and

WHEREAS, Declarants desire to amend said recorded covenants as hereinafter set out.

NOW, THEREFORE, it is hereby declared that Article III of those covenants recorded in Book 3178, Page 753, Onslow County Registry, is hereby deleted in its entirety and rewritten to read as follows:

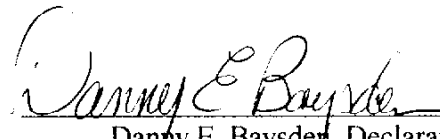
“ARTICLE III

SIZE AND QUALITY: All homes must be new and have no less than 1150 square feet of heated space.”

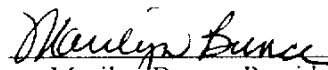
It is further declared that Article IV of the said covenants recorded in Book 3178, Page 753, Onslow County Registry, is amended to reflect the front set back line shall be 25 feet in lieu of 30 feet as set out in the recorded covenants.

Except as amended hereto those restrictive covenants set out in Book 3178, Page 753, Onslow County Registry, shall remain in full force and effect.

IN WITNESS WHEREOF, the said Declarants have hereunto set their hands and seals as of the day and year first above written.

 (SEAL)
Danny E. Baysden, Declarant

TOWN & COUNTRY BUILDING COMPANY, INC.

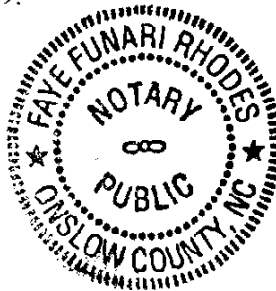
By: 
Marilyn Bunce, President

NORTH CAROLINA:

ONslow COUNTY:

I, a Notary Public for the County and State aforesaid, do hereby certify that DANNY E. BAYSDEN personally came before me this day and acknowledged the due execution of the

foregoing instrument. Witness my hand and notarial stamp or seal, this the 24th day of FEBRUARY, 2009.

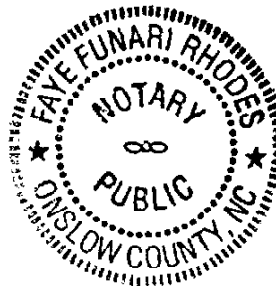


Faye Funari Rhodes
Notary Public
My Commission Expires: 05-25-09

NORTH CAROLINA:

ONLOW COUNTY:

I, a Notary Public for the County and State aforesaid, do hereby certify that MARILYN BUNCE, personally came before me this day and acknowledged that she is the President of TOWN & COUNTRY BUILDING COMPANY, INC., a North Carolina corporation, and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and notarial stamp or seal, this the 23rd day of FEBRUARY, 2009.



Faye Funari Rhodes
Notary Public
My Commission Expires: 05-25-09