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 Fee Amt: \$35.00 Page 1 of 8
 Onslow County, NC
 Mildred M Thomas Register of Deeds
 BK **2554** PG **846-853**

NORTH CAROLINA
ONslow COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS,

made this 14th day of November, 2005, by NTH ASSOCIATES, L.L.C., A North Carolina limited liability company organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called "Declarant".

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real property described in Paragraph 1 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 each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, Declarant hereby declares that the real property in and referred to in Paragraph 1 hereof is and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth below:

1. DESCRIPTION OF REAL PROPERTY:

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

BEING ALL THAT PROPERTY DESCRIBED AS LOTS 12, 13, 14, 15, 16, 17, 18, 28, 29, 30, 31 AND 32 AS SHOWN ON THAT PLAT ENTITLED "MAGNOLIA GROVE", STUMP SOUND TOWNSHIP, ONSLOW COUNTY, NORTH CAROLINA, PREPARED BY WILLIE MILLER LAND SURVEYING, DATED JULY 12, 2005 AND BEING RECORDED IN MAP BOOK 42, PAGE 18, ONSLOW COUNTY REGISTRY.

2. GENERAL RESTRICTIONS:

Section 1. Residential Use: No lot, lots, or portions thereof shall be put to any use other than for residential purpose, except that any lot may be dedicated by the Declarant for a street or roadway. No structure shall be erected, altered, placed or permitted top remain on any Lot other than a single, one (1) family dwelling not to exceed three (3) stories in heights, (which may include separate living quarters for one or more members of the owners' family or relative), a private garage which may contain living quarters for occupancy by lot owner and/or domestic servants of the lot occupant only, provided that the same are constructed in line with general

architectural design and construction standards used by the dwelling itself. Each dwelling shall contain a minimum of 1800 heated square feet. This covenant shall not be constructed as prohibiting the use of a new dwelling as a model home for sales/rental purposes.

Section 2. Prohibited Structure: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporary or permanently. No trailer, mobile home, camper, or like vehicle shall be allowed on the property at any time, or any other structure which is finished or partially finished at a manufacturing unit or plat and transported for quick assembly or which is designed to be disassembled and relocated shall be allowed. It is specifically the intention and purposes of this covenant to prohibit the location of mobile homes, trailers, modular homes, relocatable houses, or similar type structures on the property. This covenant shall not be constructed as prohibiting the uses of such a structure as a sales/rental model, office or construction sites facility.

Section 3. Building Location: No building, residence, garage or other permitted accessory building shall be located on any lot nearer to the front line, and side street line, interior or real lot line, that as shown on the recorded plat. For the purpose of this covenant, eaves, steps, open porches, and carports shall not be considered as a part of a building provided, however, that this shall not be constructed 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 set back lines shall not be considered a violation of this covenant.

Section 4. Nuisances. No noxious, offensive, or illegal activity shall be carried on or conducted upon any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood. All Lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted to remain on a Lot. No automobile, other vehicle(s), motorcycle(s), or other similar items shall be repaired or placed "on Blocks" or stands except in an enclosed garage. Declarant, its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so. The Declarant may contract for, and access to owner, any maintenance necessary to enforce this covenant.

Section 5. Animals: No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot less than one acre, or in any dwelling that household pets may be kept provided that said pets shall not exceed fifty (50) pounds in weight and are not kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. One horse or pony per acre, may be kept on any lot that qualifies in size. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot.

Section 6. Garbage and Reuse Disposal: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be burned or disposed of on any Lot and shall be kept in sanitary containers approved by the Architectural Control Committee. All equipment for the storage prior to disposal of such material shall be kept in a clean and sanitary condition. The placement of containers shall be approved by the Architectural Control Committee and, in any event, shall be kept in an enclosed area not subject to view from

any person, from any direction. The Declarant reserves the right for itself, its successors and assigns, to contract for garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same.

Section 7. Exterior Lights: All light bulbs or other lights installed in any fixture located on the exterior of any dwelling, building or other structure located on any Lot shall be clear or white bulbs. No ----- vapor or similar wide area lighting similar to street lights shall be allowed without prior Architectural Control Committee approval.

Section 8. Sight Distance at Intersections: No Fence, wall, hedge or shrub planting which obstructs sight lines at elevation between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the Intersection of a street property line with edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 9. Mailboxes: All mailboxes shall retain the same style, design, color and location of the mailbox as originally provided at construction of any residence. The Architectural Control Committee reserves the right to approve the style, design, color and location prior to any original installation or replacement. Application shall be made to the Architectural Control Committee prior to installation or replacement. By accepting a deed to non-approved mailbox in a reasonable manner, all costs for same shall be paid by owner, and all damages against the Architectural Control Committee are waived.

Section 10. Signs: No sign, billboard, or other advertising of any kind, including without limitation professionally prepared "for sale" and "for rent" signs, shall be placed or erected on any Lot, right of way or Common Area save and except a professionally prepared "for sale" or "for rent" sign not to exceed six (6) square feet in size. Although approval by the Architectural Control Committee is not required prior to the display of such signs, the Architectural Control Committee may itself remove, have removed, or require the removal of any such sign which in its opinion would not otherwise be allowed under paragraph 6 of this Declaration. A valid easement shall exist on any Lot for such removal by the Architectural Control Committee or its agents. Provided, however, nothing shall prohibit or limit in any manner "construction" signs designating the job site and builder which may be placed upon the Lot during the period of the construction of a residential dwelling on the Lot but must be immediately removed upon final completion of such construction. Notwithstanding the above, any additions to the Project Property in the Development area may be further limited in regard to signs, billboards or advertising as set out in any Supplemental Declaration. Nothing herein shall prohibit any sign erected by the Declarant or its assigns.

Section 11. Driveways/Parking: All driveways constructed on any Lot shall be paved with either asphalt or concrete. An owner shall provide a minimum of one (1) paved off-street

parking space(s), excluding garage space(s) and shall provide at least one per automobile or other vehicle owned and regularly used at the Lot. On street parking is prohibited except for temporary, short gatherings.

Section 12. Subdivision: No Lot shall be subdivided if the result of each subdivision is separate ownership of less than a whole lot provided, however, that the Declarant, its successors or assigns, reserves the right to make minor boundary line adjustments between lots so long as said adjustment does not exceed ten (10%) percent of the total area of a given lot; and further provided that one lot may be combined with another lot or lots or a portion thereof to create a larger lot, in which case the Restrictive Covenants shall be construed to apply to the larger lot so created.

Section 13. Vehicles, Boats, Storage, Travel Trailers, etc.: No vehicle without current inspection sticker, vehicle over 5000 pounds empty weight, camper trailer, motor homes or bus shall be parked overnight on any lot except in an enclosed garage; provided, however, guests of an owner may so park such vehicle for a period not to exceed seven (7) days each calendar year. A pleasure boat on its trailer may be parked and raw firewood, bicycles, motorcycles, or other items may be stored on that part of any lot away from the street lying beyond the front line of the house so that it is not viewable from any street. No automobile, other vehicle(s), motorcycles(s) or other similar items shall be repaired or placed "on blocks" or stand except in an enclosed garage.

Section 14. Window Appearance: All draperies or other window dressings viewable from the exterior of a dwelling unit be white or off white or in lieu thereof shall have a white lining.

Section 15. Trees: Except as to development or construction by Declarant, or as may be approved by the Architectural Control Committee, no tree four (4) inches in diameter at any location on said tree or ten (10') feet in height shall be cut, removed or intentionally damaged on any Lot unless first approved by Architectural Control Committee.

Section 16. Swimming Pools: Outdoor swimming pools, hot tubs, jacuzzis, and other similar facilities may be located on a lot only after the Architectural Control Committee approval, and shall be screened and fenced. All such improvements shall be subject to approval and compliance with all governmental laws and regulations.

Section 17. Clotheslines: Clotheslines shall be not more than six (6) feet in height from the ground and shall not be viewable from the street, or shall be surrounded by a privacy fence approved by the Architectural Control Committee.

Section 18. Fence Minimum Requirements: No fences over six (6) feet in height shall be constructed on any lot. No fences shall be erected between the rear of any building and the street right of way. Any portion of any fence which can be viewed from the street right of way shall be of an ornamental nature. The term fences shall include but not be limited to, a wall, fence, landscaping, berm, or hedge which acts as a fence or privacy or security inducing structure. Architectural review requirement must be met prior to construction of any fence.

Section 19. Street Lighting Agreement: The developer 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 a continuing monthly payment to an electric utility company by the owner of each dwelling.

3. ARCHITECTURAL CONTROL COMMITTEE:

Section 1. Except for original and initial construction and subsequent modification of improvements by the Declarant on any Lot which construction is and shall be exempt from the provisions of this provision, no building, wall, fence, landscaping, berm or hedge which acts as a fence or privacy inducing structure, pier, dock, ornamentation, or other structure or improvements of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Committee have been approved in writing by the Architectural Control Committee. Each building, wall, fence or other structure or improvements of any nature, together with any ornamentation or landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Committee deem sufficient. Any change in the appearance of any building, wall, fence or other structure or improvements and any change in the appearance of the landscaping (except the planting of flowers and shrubs indigenous to the area), shall be deemed an alteration requiring approval. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

Section 2. (a) Within thirty (30) days after receipt of all required information, the Architectural Control Committee shall submit in writing to the owner of the lot a response stating whether or not the requested improvements are approved. Unless a response is given by the Architectural Control Committee within thirty (30) days, the plans shall be deemed approved. The response of the Architectural Control Committee may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate and the thirty (30) day time period for response shall only commence upon the receipt of the requested additional information. Conditional approvals may be granted and if approval with conditions is granted and thereafter construction begins, the construction shall be deemed approved by the owner of the lot of the conditions imposed.

(b) Refusal of approval of plans, specifications and plot plans or any of them may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall deem sufficient. The Architectural Control Committee shall make the following affirmative findings before any plans are approved:

- (1) That the improvements sought to be constructed will not have a negative economic impact on any other lot within the subdivision.
- (2) That all required specific building standards and other conditions contained within the Restrictive Covenants, By Laws and other subdivision documents have been

met.

(3) That the improvements are architecturally compatible with proposed or constructed improvements on other lots within the subdivision.

(4) That the natural features of the lot have been retained to the maximum extent possible.

Section 3. The paint, coating, stain and other exterior finishing colors on all buildings may be maintained as that originally installed, without prior approval of the Architectural Control Committee, but prior approval by the Architectural Control Committee shall be necessary before any such exterior finishing color is changed.

Section 4. Until such time as the sale of the last numbered lot in the subject property is evidenced by the recordation of a deed therefor, all rights, privileges, powers and authority granted herein to the initial Architectural Control Committee, to whom the specific power to act hereunder is expressly conveyed, shall be exercised by Declarant, its successors or assigns. In the event of the dissolution of Declarant or the failure of Declarant to specifically assign the rights, privileges, powers and authority hereunder prior to the sale of the last numbered lot in the subdivision know as the subject property, then any owner may provide notice to each owner by registered mail of a meeting to be held not less than thirty (30) days thereafter, where the owners may select, by a majority vote of those present and a quorum having been obtained, an Architectural Control Committee. The said committee shall be composed of five (5) owners and who shall serve until the next meeting. At any time after the initial meeting, the individual owners of record of three (3) lots may call a meeting to be held after thirty (30) days notice by registered mail to all of the other said lot owners of record, and may elect a new Architectural Control Committee, fill any vacancies of the Architectural Control Committee, or remove the members of the existing Architectural Control Committee. A quorum for any meeting of the individual lot owners shall be the owners of at least twenty (20%) of the lots in the property subjected to these covenants.

5. **GENERAL PROVISIONS:**

Section 1. **Term:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years.

Section 2. **Enforcement:** In the event of a violation or breach of any of the restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the Declarant, its successors and assigns and the owners of the number lots in the subdivision, or may of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. Costs and reasonable attorney fees shall be recoverable by the Associations as part of any judgment or order to enforce these Restrictive Covenants. The failure to enforce any right, reservation, restriction or condition contained herein, however, long continued, shall not be deemed a waiver of the right to do so

thereafter as to the same breach or as to a breach occurring prior or subsequent therein and shall not bar or affect its enforcement.

Section 3. Remedies Extended to the State of North Carolina: To ensure that this subdivision is maintained consistent with the laws of the State of North Carolina, the State of North Carolina is specifically empowered to take such acts necessary by and through its offices to enforce any of these covenants against an Owner. The State of North Carolina is specifically made a beneficiary of these covenants.

Section 4. Stormwater Runoff: The following covenants are intended to ensure ongoing compliance with State Permit Number SW8 _____, as issued by the Division of Water Quality under NCAC 2H.1000.

The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.

These covenants are to run with the land and be binding on all persons and parties claiming under them.

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.

Alteration of the drainage as shown on the approved plan may not take place without the concurrences of the Division of Water Quality.

Low Density Residential Subdivisions (In addition to L1-L5 and all others that apply)

The maximum allowable built-upon area per lot is 6,888 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Build upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, does not include raised, open wood decking, or the water surface of swimming pools.

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

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

All roof drains shall terminate at least 30' from the mean high water mark of surface waters.

Section 5. Modification of Restrictive Covenants: Except as to specific rights retained by Declarant, these restrictions are subject to being altered, modified, canceled or change at any time as to said subdivision as a whole or as to any subdivided lot or part thereof during the first twenty (20) year period by written document executed by the Declarant or their successors in title and by the owner of not less than ninety (90%) percent or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone. After the expiration of the initial twenty (20) year period, these restrictions are subject to being altered, modified, canceled or changes at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by not less than seventy-five (75%) percent of the Lot Owners, and recorded in the office of the Register of Deeds of the County in which this Declaration is recorded.

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

IN WITNESS WHEREOF: the parties hereto have hereunto set their hands and seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officer by authority of its Board of Directors, this the day and year first above written.


JAMES SEAN TARVER, Manager

STATE OF: North Carolina
COUNTY OF: Onslow

I, Dorothy J. Novak a Notary Public of the County and State aforesaid, certify that JAMES SEAN TARVER personally came before me this day and acknowledged that he is Manager of NTH ASSOCIATES, L.L.C., a limited liability company, and that by authority duly given and as the Manager of the aforesaid limited liability company, executed the foregoing instrument on behalf of the company. Witness my hand and official stamp or seal, this 14th day of November, 2005.

My Commission expires: 6/26/10



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Onslow County, NC
Mildred M Thomas Register of Deeds
BK 2554 PG 846-853

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Onslow County, NC
Mildred M Thomas Register of Deeds
BK 2591 PG 100-108

NORTH CAROLINA
ONslow COUNTY

RESTRICTIVE COVENANTS

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1. DESCRIPTION OF REAL PROPERTY:

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2. GENERAL RESTRICTIONS:

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architectural design and construction standards used by the dwelling itself. Each dwelling shall contain a minimum of 1800 heated square feet. This covenant shall not be constructed as prohibiting the use of a new dwelling as a model home for sales/rental purposes.

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installation of underground electric cables and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

3. ARCHITECTURAL CONTROL COMMITTEE:

Section 1. Except for original and initial construction and subsequent modification of improvements by the Declarant on any Lot which construction is and shall be exempt from the provisions of this provision, no building, wall, fence, landscaping, berm or hedge which acts as a fence or privacy inducing structure, pier, dock, ornamentation, or other structure or improvements of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Committee have been approved in writing by the Architectural Control Committee. Each building, wall, fence or other structure or improvements of any nature, together with any ornamentation or landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Committee deem sufficient. Any change in the appearance of any building, wall, fence or other structure or improvements and any change in the appearance of the landscaping (except the planting of flowers and shrubs indigenous to the area), shall be deemed an alteration requiring approval. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

Section 2. (a) Within thirty (30) days after receipt of all required information, the Architectural Control Committee shall submit in writing to the owner of the lot a response stating whether or not the requested improvements are approved. Unless a response is given by the Architectural Control Committee within thirty (30) days, the plans shall be deemed approved. The response of the Architectural Control Committee may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate and the thirty (30) day time period for response shall only commence upon the receipt of the requested additional information. Conditional approvals may be granted and if approval with conditions is granted and thereafter construction begins, the construction shall be deemed approved by the owner of the lot of the conditions imposed.

(b) Refusal of approval of plans, specifications and plot plans or any of them may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall deem sufficient. The Architectural Control Committee shall make the following affirmative findings before any plans are approved:

- (1) That the improvements sought to be constructed will not have a negative economic impact on any other lot within the subdivision.
- (2) That all required specific building standards and other conditions contained within the Restrictive Covenants, By Laws and other subdivision documents have been

met.

(3) That the improvements are architecturally compatible with proposed or constructed improvements on other lots within the subdivision.

(4) That the natural features of the lot have been retained to the maximum extent possible.

Section 3. The paint, coating, stain and other exterior finishing colors on all buildings may be maintained as that originally installed, without prior approval of the Architectural Control Committee, but prior approval by the Architectural Control Committee shall be necessary before any such exterior finishing color is changed.

Section 4. Until such time as the sale of the last numbered lot in the subject property is evidenced by the recordation of a deed therefor, all rights, privileges, powers and authority granted herein to the initial Architectural Control Committee, to whom the specific power to act hereunder is expressly conveyed, shall be exercised by Declarant, its successors or assigns. In the event of the dissolution of Declarant or the failure of Declarant to specifically assign the rights, privileges, powers and authority hereunder prior to the sale of the last numbered lot in the subdivision known as the subject property, then any owner may provide notice to each owner by registered mail of a meeting to be held not less than thirty (30) days thereafter, where the owners may select, by a majority vote of those present and a quorum having been obtained, an Architectural Control Committee. The said committee shall be composed of five (5) owners and who shall serve until the next meeting. At any time after the initial meeting, the individual owners of record of three (3) lots may call a meeting to be held after thirty (30) days notice by registered mail to all of the other said lot owners of record, and may elect a new Architectural Control Committee, fill any vacancies of the Architectural Control Committee, or remove the members of the existing Architectural Control Committee. A quorum for any meeting of the individual lot owners shall be the owners of at least twenty (20%) of the lots in the property subjected to these covenants.

5. **GENERAL PROVISIONS:**

Section 1. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years.

Section 2. Enforcement: In the event of a violation or breach of any of the restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the Declarant, its successors and assigns and the owners of the number lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. Costs and reasonable attorney fees shall be recoverable by the Associations as part of any judgment or order to enforce these Restrictive Covenants. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so

thereafter as to the same breach or as to a breach occurring prior or subsequent therein and shall not bar or affect its enforcement.

Section 3. Remedies Extended to the State of North Carolina: To ensure that this subdivision is maintained consistent with the laws of the State of North Carolina, the State of North Carolina is specifically empowered to take such acts necessary by and through its offices to enforce any of these covenants against an Owner. The State of North Carolina is specifically made a beneficiary of these covenants.

Section 4. Stormwater Runoff: The following covenants are intended to ensure ongoing compliance with State Permit Number SW8 _____, as issued by the Division of Water Quality under NCAC 2H.1000.

The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.

These covenants are to run with the land and be binding on all persons and parties claiming under them.

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.

Alteration of the drainage as shown on the approved plan may not take place without the concurrences of the Division of Water Quality.

Low Density Residential Subdivisions (In addition to L1-L5 and all others that apply)

The maximum allowable built-upon area per lot is 6,888 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Build upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, does not include raised, open wood decking, or the water surface of swimming pools.

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

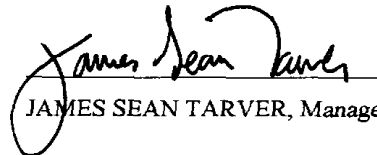
Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.

All roof drains shall terminate at least 30' from the mean high water mark of surface waters.

Section 5. Modification of Restrictive Covenants: Except as to specific rights retained by Declarant, these restrictions are subject to being altered, modified, canceled or change at any time as to said subdivision as a whole or as to any subdivided lot or part thereof during the first twenty (20) year period by written document executed by the Declarant or their successors in title and by the owner of not less than ninety (90%) percent or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone. After the expiration of the initial twenty (20) year period, these restrictions are subject to being altered, modified, canceled or changes at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by not less than seventy-five (75%) percent of the Lot Owners, and recorded in the office of the Register of Deeds of the County in which this Declaration is recorded.

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

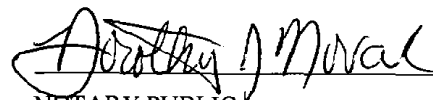
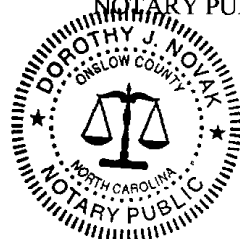
IN WITNESS WHEREOF: the parties hereto have hereunto set their hands and seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officer by authority of its Board of Directors, this the day and year first above written.


JAMES SEAN TARVER, Manager

STATE OF: North Carolina
COUNTY OF: Onslow

I, DOROTHY J. NOVAK a Notary Public of the County and State aforesaid, certify that JAMES SEAN TARVER personally came before me this day and acknowledged that he is Manager of NTH ASSOCIATES, L.L.C., a limited liability company, and that by authority duly given and as the Manager of the aforesaid limited liability company, executed the foregoing instrument on behalf of the company. Witness my hand and official stamp or seal, this 14th day of November, 2005.

My Commission expires: 6/26/10


NOTARY PUBLIC


CORRECTION

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

RE: BOOK 2554

RE: PAGE 846-853

RECORDED IN THE ONSLOW COUNTY REGISTRY

NAMES OF ALL PARTIES TO THE ORIGINAL INSTRUMENT:

GRANTORS: _____

~~XXXXXX~~DECLARANT: NTH ASSOCIATES, L.L.C

GRANTEES: _____

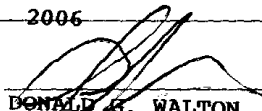
STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I/WE, THE UNDERSIGNED, HEREBY CERTIFY THAT THE FOLLWING CORRECTIONS ARE MADE IN THE ABOVE NAMED RECORDED INSTRUMENT IN ACCORDANCE WITH THE PROVISIONS OF G.S. 47-36.1 RATIFIED JUNE 30, 1986.

DESCRIPTION OF CORRECTION:

MAP BOOK AND PAGE NUMBER WERE TYPED INCORRECTLY
THE CORRECT MAP BOOK AND PAGE NUMBER IS 48 AT 228

THIS, THE 18th DAY OF JANUARY, 2006



DONALD S. WALTON, JR

(SEAL)
(SEAL)
(SEAL)
(SEAL)

THIS EXPLANATION STATEMENT TOGETHER WITH THE ATTACHED INSTRUMENT DULY RERECORDED AT _____ O'CLOCK _____ THIS THE _____, _____ IN _____ THE BOOK AND PAGE SHOWN ON THE FIRST PAGE HEREOF.

REGISTER OF DEEDS BY _____ ASSIST/DEPUTY REGISTER OF DEEDS

8
Erwin



Doc ID: 002143090008 Type: CRP
Recorded: 11/01/2006 at 01:58:30 PM
Fee Amt: \$35.00 Page 1 of 8
Onslow County, NC
Mildred M Thomas Register of Deeds

BK 2761 PG 843-850

NORTH CAROLINA
ONSLow COUNTY

Frank W. Erwin R14485

Prepared by Tisdale, McConnell & Bardill, LLP, Attorneys at Law

RESTATED AND AMENDED RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTATED AND AMENDED RESTRICTIVE AND PROTECTIVE COVENANTS is made this 25th day of October, 2006, by NTH ASSOCIATES, L.L.C., A North Carolina limited liability company organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called "Declarant".

WITNESSETH:

THAT WHEREAS, Declarant has heretofore caused Restrictive and Protective Covenants to be filed in Book 2554 at page 846 through 853 and has further caused said Restrictive and Protective Covenants to be re-recorded in Book 2591 at page 100 through 108; and

WHEREAS Declarant is desirous of further amending said Restrictive and Protective Covenants with respect to:

Being all of Lots 28, 29, 30, 31 and 32 as shown on that plat entitled "MAGNOLIA GROVE", Stump Sound Township, Onslow County, North Carolina, prepared by Willie Miller Land Surveying, dated July 12, 2005, and being recorded on July 19, 2005 in Map Book 48, page 228, Slide L-846, Onslow County Registry.

NOW, THEREFORE, Declarant hereby declares that the real property in and referenced herein aforesaid shall be held, transferred, sold, and conveyed subject to these restated and amended restrictive covenants as are hereinafter set forth below:

1. DESCRIPTION OF REAL PROPERTY:

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

Being all of Lots 28,29, 30, 31 and 32 as shown on that plat entitled "MAGNOLIA GROVE", Stump Sound Township, Onslow County, North Carolina, prepared by Willie Miller Land Surveying, dated July 12, 2005, and being recorded on July 19, 2005 in Map Book 48, page 228, Slide L-846, Onslow County Registry.

2. GENERAL RESTRICTIONS:

Section 1. Residential Use: No lot, lots, or portions thereof shall be put to any use other than for residential purposes, except that any lot may be dedicated by the Declarant for a

street or roadway. No structure shall be erected, altered, placed or permitted to remain on any Lot other than a single, one (1) family dwelling not to exceed three (3) stories in heights, (which may include separate living quarters for one or more members of the owners' family or relative), a private garage which may contain living quarters for occupancy by lot owner and/or domestic servants of the lot occupant only, provided that the same are constructed in line with general architectural design and construction standards used by the dwelling itself. Each dwelling shall contain a minimum of 1800 heated square feet. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales/rental purposes.

Section 2. Prohibited Structure: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporary or permanently. No trailer, mobile home, camper, or like vehicle shall be allowed on the property at any time, or any other structure which is finished or partially finished at a manufacturing unit or plant and transported for quick assembly or which is designed to be disassembled and relocated shall be allowed. It is specifically the intention and purposes of this covenant to prohibit the location of mobile homes, trailers, off-frame modular homes, on-frame modular homes, relocatable houses, or similar type structures on the property. This covenant shall not be construed as prohibiting the uses of such a structure as a sales/rental model, office or construction sites facility.

Section 3. Building Location: No building, residence, garage or other permitted accessory building shall be located on any lot nearer to the front line, and side street line, interior or rear lot line, than as shown on the recorded plat. For the purpose of this covenant, eaves, steps, open porches, and carports 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. An error of not more than ten (10%) percent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

Section 4. Nuisances. No noxious, offensive, or illegal activity shall be carried on or conducted upon any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood. All Lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted to remain on a Lot. No automobile, other vehicle(s), motorcycle(s), or other similar items shall be repaired or placed "on Blocks" or stands except in an enclosed garage. Declarant, its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so. The Declarant may contract for, and assess to owner, any maintenance necessary to enforce this covenant.

Section 5. Animals: No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot less than one acre, or in any dwelling that household pets may be kept provided that said pets shall not exceed fifty (50) pounds in weight and are not kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. One horse or pony per acre may be kept on any lot that qualifies in size. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot.

Section 6. Garbage and Refuse Disposal: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be burned or disposed of on any Lot and shall be kept in sanitary containers approved by the Architectural Control Committee. All equipment for the storage prior to disposal of such material shall be kept in a clean and sanitary condition. The placement of containers shall be approved by the Architectural Control Committee and, in any event, shall be kept in an enclosed area not subject to view from any person, from any direction. The Declarant reserves the right for itself, its successors and assigns, to contract for garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same.

Section 7. Exterior Lights: All light bulbs or other lights installed in any fixture located on the exterior of any dwelling, building or other structure located on any Lot shall be clear or white bulbs. No mercury vapor or similar wide area lighting similar to street lights shall be allowed without prior Architectural Control Committee approval.

Section 8. Sight Distance at Intersections: No Fence, wall, hedge or shrub planting which obstructs sight lines at an elevation between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the Intersection of a street property line with the edge of a driveway or alley pavement. No tires shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 9. Mailboxes: All mailboxes shall retain the same style, design, color and location of the mailbox as originally provided at the construction of any residence. The Architectural Control Committee reserves the right to approve the style, design, color and location prior to any original installation or replacement. Application shall be made to the Architectural Control Committee prior to installation or replacement. By accepting a deed to property with a non-approved mailbox; all costs for replacement of same shall be paid by owner, and all damages against the Architectural Control Committee are waived.

Section 10. Signs: No sign, billboard, or other advertising of any kind, including without limitation professionally prepared "for sale" and "for rent" signs, shall be placed or erected on any Lot, right of way or Common Area saving and excepting a professionally prepared "for sale" or "for rent" sign not to exceed six (6) square feet in size. Although approval by the Architectural Control Committee is not required prior to the display of such signs, the Architectural Control Committee may remove, have removed, or require the removal of any such sign which in its opinion would not otherwise be allowed under paragraph 6 of this Declaration. A valid easement shall exist on any Lot for such removal by the Architectural Control Committee or its agents. Provided, however, nothing shall prohibit or limit in any manner "construction" signs designating the job site and builder which may be placed upon the Lot during the period of the construction of a residential dwelling on the Lot but must be immediately removed upon final completion of such construction. Notwithstanding the above, any additions to the Project Property in the Development area may be

further limited in regard to signs, billboards or advertising as set out in any Supplemental Declaration. Nothing herein shall prohibit any sign erected by the Declarant or its assigns.

Section 11. Driveways/Parking: All driveways constructed on any Lot shall be paved with either asphalt or concrete. An owner shall provide a minimum of one (1) paved off-street parking space(s), excluding garage space(s) and shall provide at least one per automobile or other vehicle owned and regularly used at the Lot. On street parking is prohibited except for temporary, short gatherings.

Section 12. Subdivision: No Lot shall be subdivided if the result of each subdivision is separate ownership of less than a whole lot; provided, however, that the Declarant, its successors or assigns, reserves the right to make minor boundary line adjustments between lots so long as said adjustment does not exceed ten (10%) percent of the total area of a given lot; and further provided that one lot may be combined with another lot or lots or a portion thereof to create a larger lot, in which case the Restrictive Covenants shall be construed to apply to the larger lot so created.

Section 13. Vehicles, Boats, Storage, Travel Trailers, etc.: No vehicle without current inspection sticker, vehicle over 5000 pounds empty weight, or bus shall be parked overnight on any lot except in an enclosed garage; provided, however, guests of an owner may so park such vehicle for a period not to exceed seven (7) days each calendar year. A recreational vehicle, camper, motor home or pleasure boat on its trailer may be parked and kept on the lot. Raw firewood, bicycles, motorcycles, or other items may be stored on that part of any lot away from the street lying beyond the front line of the house so that it is not viewable from any street. No automobile, other vehicle(s), motorcycles(s) or other similar items shall be repaired or placed "on blocks" or stand except in an enclosed garage.

Section 14. Window Appearance: All draperies or other window dressings viewable from the exterior of a dwelling unit be white or off white or in lieu thereof shall have a white lining.

Section 15. Trees: Except as to development or construction by Declarant, or as may be approved by the Architectural Control Committee, no tree four (4) inches in diameter at any location on said tree or ten (10) feet in height shall be cut, removed or intentionally damaged on any Lot unless first approved by Architectural Control Committee.

Section 16. Swimming Pools: Outdoor swimming pools, hot tubs, Jacuzzis, and other similar facilities may be located on a lot only after the Architectural Control Committee approval, and shall be screened and fenced. All such improvements shall be subject to approval and compliance with all governmental laws and regulations.

Section 17. Clotheslines: Clotheslines shall be not more than six (6) feet in height from the ground and shall not be viewable from the street, or shall be surrounded by a privacy fence approved by the Architectural Control Committee.

Section 18. Fence Minimum Requirements: No fences over six (6) feet in height shall be constructed on any lot. No fences shall be erected between the rear of any building and the street right of way. Any portion of any fence which can be viewed from the street right of way shall be of an ornamental nature. The term fences shall include but not be limited to, a wall, fence,

landscaping, berm, or hedge which acts as a fence or privacy or security inducing structure. Architectural review requirements must be met prior to construction of any fence.

Section 19. Street Lighting Agreement: The developer 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 a continuing monthly payment to an electric utility company by the owner of each dwelling.

3. ARCHITECTURAL CONTROL COMMITTEE:

Section 1. Except for original and initial construction and subsequent modification of improvements by the Declarant on any Lot which construction is and shall be exempt from the provisions of this provision, no building, wall, fence, landscaping, berm or hedge which acts as a fence or privacy inducing structure, pier, dock, ornamentation, or other structure or improvements of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Committee have been approved in writing by the Architectural Control Committee. Each building, wall, fence or other structure or improvements of any nature, together with any ornamentation or landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved, Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Committee deem sufficient. Any change in the appearance of any building, wall, fence or other structure or improvements and any change in the appearance of the landscaping (except the planting of flowers and shrubs indigenous to the area), shall be deemed an alteration requiring approval. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

Section 2.

(a) Within thirty (30) days after receipt of all required information, the Architectural Control Committee shall submit in writing to the owner of the lot a response stating whether or not the requested improvements are approved. Unless a response is given by the Architectural Control Committee within thirty (30) days, the plans shall be deemed approved. The response of the Architectural Control Committee may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate and the thirty (30) day time period for response shall only commence upon the receipt of the requested additional information. Conditional approvals may be granted and if approval with conditions is granted and thereafter construction begins, the construction shall be deemed approved by the owner of the lot of the conditions imposed.

(b) Refusal of approval of plans, specifications and plot plans or any of them may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall deem sufficient. The Architectural Control Committee shall make the following affirmative findings before any plans are approved:

- (1) That the improvements sought to be constructed will not have a negative economic impact on any other lot within the subdivision.

- (2) That all required specific building standards and other conditions contained within the Restrictive Covenants, By Laws and other subdivision documents have been met.
- (3) That the improvements are architecturally compatible with proposed or constructed improvements on other lots within the subdivision.
- (4) That the natural features of the lot have been retained to the maximum extent possible.

Section 3. The paint, coating, stain and other exterior finishing colors on all buildings may be maintained as that originally installed, without prior approval of the Architectural Control Committee, but prior approval by the Architectural Control Committee shall be necessary before any such exterior finishing color is changed.

Section 4. Until such time as the sale of the last numbered lot in the subject property is evidenced by the recordation of a deed therefor, all rights, privileges, powers and authority granted herein to the initial Architectural Control Committee, to whom the specific power to act hereunder is expressly conveyed, shall be exercised by Declarant, its successors or assigns. In the event of the dissolution of Declarant or the failure of Declarant to specifically assign the rights, privileges, powers and authority hereunder prior to the sale of the last numbered lot in the subdivision known as the subject property, then any owner may provide notice to each owner by registered mail of a meeting to be held not less than thirty (30) days thereafter, where the owners may select, by a majority vote of those present and a quorum having been obtained, an Architectural Control Committee. The said committee shall be composed of five (5) owners and who shall serve until the next meeting. At any time after the initial meeting, the individual owners of record of three (3) lots may call a meeting to be held after thirty (30) days notice by registered mail to all of the other said lot owners of record, and may elect a new Architectural Control Committee, fill any vacancies of the Architectural Control Committee, or remove the members of the existing Architectural Control Committee. A quorum for any meeting of the individual lot owners shall be the owners of at least twenty (20%) percent of the lots in the property subjected to these covenants.

5. GENERAL PROVISIONS:

Section 1. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years.

Section 2. Enforcement: In the event of a violation or breach of any of the restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the Declarant, its successors and assigns and the owners of the number lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. Costs and reasonable attorney fees shall be recoverable by the Association as part of any judgment or order to enforce these Restrictive Covenants. The failure to enforce any right, reservation, restriction or condition contained herein, however, long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach

occurring prior or subsequent therein and shall not bar or affect its enforcement.

Section 3. Remedies Extended to the State of North Carolina: To ensure that this subdivision is maintained consistent with the laws of the State of North Carolina, the State of North Carolina is specifically empowered to take such acts necessary by and through its offices to enforce any of these covenants against an Owner. The State of North Carolina is specifically made a beneficiary of these covenants.

Section 4. Stormwater Runoff: The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number 8051017, as issued by the Division of Water Quality under NCAC 2H.1000.

The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.

These covenants are to run with the land and be binding on all persons and parties claiming under them.

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.

Alteration of the drainage as shown on the approved plan may not take place without the concurrences of the Division of Water Quality.

Low Density Residential Subdivisions (In addition to L1-L5 and all others that apply)

The maximum allowable built-upon area per lot is SEE ATTACHMENT I square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Build upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, does not include raised, open wood decking, or the water surface of swimming pools.

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

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

All roof drains shall terminate at least 30' from the mean high water mark of surface waters.

Section 5. Modification of Restrictive Covenants: Except as to specific rights retained by Declarant, these restrictions 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 during the first twenty (20) year period by written document executed by the Declarant or their successors in title and by the owner of not less than ninety (90%) percent or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone. After the expiration of the initial twenty (20) year period, these restrictions 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 not less than seventy-five (75%) percent of the Lot Owners, and recorded in the office of the Register of Deeds of Onslow County in which this Declaration is recorded.

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

6. HOMEOWNERS ASSOCIATION

Declarant or declarant's successors in interest shall cause to be formed a Homeowners Association as a not for profit corporation pursuant to Chapter 55A of the North Carolina General Statutes, pursuant to the following actions:

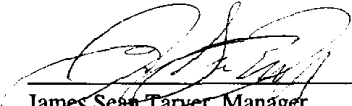
Section 1. The Homeowners Association shall be authorized to assess normal maintenance fees with respect to any roads that are no longer owned by the Declarant with the initial assessment being \$0.00 per year but the assessment shall not exceed \$200.00 per year without the written consent of not less than eighty percent (80%) of the owners of lots in the subdivision.

Section 2. The purpose of the foregoing assessments shall be to maintain in passable condition all roads and streets within the subdivision that may hereinafter be transferred to the Association.

Section 3. Until such time as the Association is formed and funded, Declarant covenants and agrees to defray such costs associated with maintenance of said roads either directly or by transfer to the Association sufficient funds for the association, in its own name, to have such maintenance performed.

Section 4. The obligation of the Homeowners Association to maintain the streets and roads in the subdivision shall continue until such time as the North Carolina Department of Transportation has accepted said roads into its statewide system. Upon the acceptance thereof, the Homeowners Association shall be dissolved.

IN WITNESS WHEREOF: the Declarant has caused this instrument to be executed in its name by its Manager as of the day and year first above written.

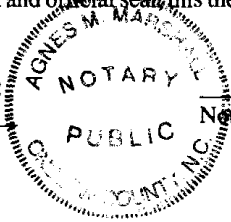


James Sean Tarver, Manager

STATE OF NORTH CAROLINA
COUNTY OF Onslow

I, a Notary Public of the County and State aforesaid, certify that JAMES Sean Tarver personally came before me this day and acknowledged that he is Manager of NTH ASSOCIATES, L.L.C., a North Carolina Limited Liability Company, 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 official seal, this the 25th day of October, 2006.

My commission expires: Sept 6, 2011
 Agnes M. Marshall
Notary Public

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Baker + Colby



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Fee Amt: \$47.00 Page 1 of 12
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3563 PG 944-955

**NORTH CAROLINA
ONSLow COUNTY**

Prepared by Tisdale, McConnell & Bardill, LLP, Attorneys at Law

RESTRICTIVE AND PROTECTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS is made this 4th day of March, 2011, by JAMES S. TARVER AND WIFE, SANDRA M. TARVER, hereinafter called "Declarant".

WITNESSETH:

THAT WHEREAS, Declarant has heretofore caused Restrictive and Protective Covenants to be filed in Book 2554 at page 846 through 853 and has further caused said Restrictive and Protective Covenants to be re-recorded in Book 2591 at page 100 through 108; and

WHEREAS Declarant has also filed Amended and Restated Restrictive Covenants for Lots 28-32 in Magnolia Grove as depicted on a survey recorded in Map Book 48, page 228 and which are recorded in Book 2761, page 843; and

WHEREAS Declarant is desirous of subjecting the remainder of lots in Magnolia Grove to these Restrictive Covenants, there being a plat for Phase Two recorded in Map Book 54, page 74, Slide M-188, Onslow County Registry.

NOW, THEREFORE, Declarant hereby declares that the real property in and referenced herein aforesaid shall be held, transferred, sold, and conveyed subject to these restated and amended restrictive covenants as are hereinafter set forth below:

1. Declarant, at the time of the recordation of the aforereferenced plat, designated the

streets depicted thereon to be "Private", and until such time as said streets are accepted for maintenance by the North Carolina Department of Transportation, maintenance thereof shall be the responsibility of either the Declarant until such time as all lots have originally been sold by Declarant. As such, Declarant is desirous of providing for a Homeowners Association for purposes of maintenance of such streets until same have been accepted by the North Carolina Department of Transportation for maintenance.

2. GENERAL RESTRICTIONS:

Section 1. Residential Use: No lot, lots, or portions thereof shall be put to any use other than for residential purposes, except that any lot may be dedicated by the Declarant for a street or roadway. No structure shall be erected, altered, placed or permitted to remain on any Lot other than a single, one (1) family dwelling not to exceed three (3) stories in heights, (which may include separate living quarters for one or more members of the owners' family or relative), a private garage which may contain living quarters for occupancy by lot owner and/or domestic servants of the lot occupant only, provided that the same are constructed in line with general architectural design and construction standards used by the dwelling itself. Each dwelling shall contain a minimum of 1800 heated square feet. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales/rental purposes.

Section 2. Prohibited Structure: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporary or permanently. No trailer, mobile home, camper, or like vehicle shall be allowed on the property at any time, or any other structure which is finished or partially finished at a manufacturing unit or plant and transported for quick assembly or which is designed to be disassembled and relocated shall be allowed. It is specifically the intention and purposes of this covenant to prohibit the location of mobile homes, trailers, off-frame modular homes, on-frame modular homes, relocatable houses, or similar type structures on the property. This covenant shall not be construed as prohibiting the uses of such a structure as a sales/rental model, office or construction sites facility.

Section 3. Building Location: No building, residence, garage or other permitted accessory building shall be located on any lot nearer to the front line, and side street line, interior or rear lot line, than as shown on the recorded plat. For the purpose of this covenant, eaves, steps, open porches, and carports 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. An error of not more than ten (10%) percent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

Section 4. Nuisances. No noxious, offensive, or illegal activity shall be carried on or conducted upon any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood. All Lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted to remain on a Lot. No automobile, other vehicle(s), motorcycle(s), or

other similar items shall be repaired or placed "on Blocks" or stands except in an enclosed garage. Declarant, its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so. The Declarant may contract for, and assess to owner, any maintenance necessary to enforce this covenant.

Section 5. Animals: No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot less than one acre, or in any dwelling that household pets may be kept provided that said pets shall not exceed fifty (50) pounds in weight and are not kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. One horse or pony per acre may be kept on any lot that qualifies in size. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot.

Section 6. Garbage and Refuse Disposal: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be burned or disposed of on any Lot and shall be kept in sanitary containers approved by the Architectural Control Committee. All equipment for the storage prior to disposal of such material shall be kept in a clean and sanitary condition. The placement of containers shall be approved by the Architectural Control Committee and, in any event, shall be kept in an enclosed area not subject to view from any person, from any direction. The Declarant reserves the right for itself, its successors and assigns, to contract for garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same.

Section 7. Exterior Lights: All light bulbs or other lights installed in any fixture located on the exterior of any dwelling, building or other structure located on any Lot shall be clear or white bulbs. No mercury vapor or similar wide area lighting similar to street lights shall be allowed without prior Architectural Control Committee approval.

Section 8. Sight Distance at Intersections: No Fence, wall, hedge or shrub planting which obstructs sight lines at an elevation between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the Intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 9. Mailboxes: All mailboxes shall retain the same style, design, color and location of the mailbox as originally provided at the construction of any residence. The Architectural Control Committee reserves the right to approve the style, design, color and location prior to any original installation or replacement. Application shall be made to the Architectural Control Committee prior to installation or replacement. By accepting a deed to property with a non-approved

mailbox; all costs for replacement of same shall be paid by owner, and all damages against the Architectural Control Committee are waived.

Section 10. Signs: No sign, billboard, or other advertising of any kind, including without limitation professionally prepared "for sale" and "for rent" signs, shall be placed or erected on any Lot, right of way or Common Area saving and excepting a professionally prepared "for sale" or "for rent" sign not to exceed six (6) square feet in size. Although approval by the Architectural Control Committee is not required prior to the display of such signs, the Architectural Control Committee may remove, have removed, or require the removal of any such sign which in its opinion would not otherwise be allowed under paragraph 6 of this Declaration. A valid easement shall exist on any Lot for such removal by the Architectural Control Committee or its agents. Provided, however, nothing shall prohibit or limit in any manner "construction" signs designating the job site and builder which may be placed upon the Lot during the period of the construction of a residential dwelling on the Lot but must be immediately removed upon final completion of such construction. Notwithstanding the above, any additions to the Project Property in the Development area may be further limited in regard to signs, billboards or advertising as set out in any Supplemental Declaration. Nothing herein shall prohibit any sign erected by the Declarant or its assigns.

Section 11. Driveways/Parking: All driveways constructed on any Lot shall be paved with either asphalt or concrete. An owner shall provide a minimum of one (1) paved off-street parking space(s), excluding garage space(s) and shall provide at least one per automobile or other vehicle owned and regularly used at the Lot. On street parking is prohibited except for temporary, short gatherings.

Section 12. Subdivision: No Lot shall be subdivided if the result of each subdivision is separate ownership of less than a whole lot; provided, however, that the Declarant, its successors or assigns, reserves the right to make minor boundary line adjustments between lots so long as said adjustment does not exceed ten (10%) percent of the total area of a given lot; and further provided that one lot may be combined with another lot or lots or a portion thereof to create a larger lot, in which case the Restrictive Covenants shall be construed to apply to the larger lot so created.

Section 13. Vehicles, Boats, Storage, Travel Trailers, etc.: No vehicle without current inspection sticker, vehicle over 5000 pounds empty weight, or bus shall be parked overnight on any lot except in an enclosed garage; provided, however, guests of an owner may so park such vehicle for a period not to exceed seven (7) days each calendar year. A recreational vehicle, camper, motor home or pleasure boat on its trailer may be parked and kept on the lot. Raw firewood, bicycles, motorcycles, or other items may be stored on that part of any lot away from the street lying beyond the front line of the house so that it is not viewable from any street. No automobile, other vehicle(s), motorcycles(s) or other similar items shall be repaired or placed "on blocks" or stand except in an enclosed garage.

Section 14. Window Appearance: All draperies or other window dressings viewable from the exterior of a dwelling unit be white or off white or in lieu thereof shall have a white lining.

Section 15. Trees: No tree measuring more than four inches in diameter at a point five feet above ground level shall be cut, destroyed or moved from any lot. Provided, however, this restriction can be waived in the event that the Architectural Control Committee in Article 3 herein approved the cutting or removal of any tree. If a violation of this Section occurs, then the Architectural Control Committee may levy a fine against the violator equal to the cost to replace the tree(s).

Section 16. Swimming Pools: Outdoor swimming pools, hot tubs, Jacuzzis, and other similar facilities may be located on a lot only after the Architectural Control Committee approval, and shall be screened and fenced. All such improvements shall be subject to approval and compliance with all governmental laws and regulations.

Section 17. Clotheslines: Clotheslines shall be not more than six (6) feet in height from the ground and shall not be viewable from the street, or shall be surrounded by a privacy fence approved by the Architectural Control Committee.

Section 18. Fence Minimum Requirements: No fences over six (6) feet in height shall be constructed on any lot. No fences shall be erected between the rear of any building and the street right of way. Any portion of any fence which can be viewed from the street right of way shall be of an ornamental nature. The term fences shall include but not be limited to, a wall, fence, landscaping, berm, or hedge which acts as a fence or privacy or security inducing structure. Architectural review requirements must be met prior to construction of any fence.

Section 19. Street Lighting Agreement: The developer 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 a continuing monthly payment to an electric utility company by the owner of each dwelling.

Section 20. Common Areas: Common areas shall include an area reserved by the recorded plat for signage related to "Magnolia Grove" and also includes any other parcels of real property depicted on the recorded plat as common areas or private.

3. ARCHITECTURAL CONTROL COMMITTEE:

Section 1. Except for original and initial construction and subsequent modification of improvements by the Declarant on any Lot which construction is and shall be exempt from the provisions of this provision, no building, wall, fence, landscaping, berm or hedge which acts as a fence or privacy inducing structure, pier, dock, ornamentation, or other structure or improvements of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Committee have been approved in writing by the Architectural Control Committee. Each building, wall, fence or other structure or improvements of any nature, together with any ornamentation or landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved, Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic

grounds, which in the sole and uncontrolled discretion of said Architectural Control Committee deem sufficient. Any change in the appearance of any building, wall, fence or other structure or improvements and any change in the appearance of the landscaping (except the planting of flowers and shrubs indigenous to the area), shall be deemed an alteration requiring approval. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

Section 2.

(a) Within thirty (30) days after receipt of all required information, the Architectural Control Committee shall submit in writing to the owner of the lot a response stating whether or not the requested improvements are approved. Unless a response is given by the Architectural Control Committee within thirty (30) days, the plans shall be deemed approved. The response of the Architectural Control Committee may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate and the thirty (30) day time period for response shall only commence upon the receipt of the requested additional information. Conditional approvals may be granted and if approval with conditions is granted and thereafter construction begins, the construction shall be deemed approved by the owner of the lot of the conditions imposed.

(b) Refusal of approval of plans, specifications and plot plans or any of them may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall deem sufficient. The Architectural Control Committee shall make the following affirmative findings before any plans are approved:

- (1) That the improvements sought to be constructed will not have a negative economic impact on any other lot within the subdivision.
- (2) That all required specific building standards and other conditions contained within the Restrictive Covenants, By Laws and other subdivision documents have been met.
- (3) That the improvements are architecturally compatible with proposed or constructed improvements on other lots within the subdivision.
- (4) That the natural features of the lot have been retained to the maximum extent possible.

Section 3. The paint, coating, stain and other exterior finishing colors on all buildings may be maintained as that originally installed, without prior approval of the Architectural Control Committee, but prior approval by the Architectural Control Committee shall be necessary before any such exterior finishing color is changed.

Section 4. Until such time as the sale of the last numbered lot in the subject property is evidenced by the recordation of a deed therefor, all rights, privileges, powers and authority granted herein to the initial Architectural Control Committee, to whom the specific power to act hereunder is expressly conveyed, shall be exercised by Declarant, its successors or assigns. In the event of the dissolution of Declarant or the failure of Declarant to specifically assign the rights, privileges,

powers and authority hereunder prior to the sale of the last numbered lot in the subdivision known as the subject property, then any owner may provide notice to each owner by registered mail of a meeting to be held not less than thirty (30) days thereafter, where the owners may select, by a majority vote of those present and a quorum having been obtained, an Architectural Control Committee. The said committee shall be composed of five (5) owners and who shall serve until the next meeting. At any time after the initial meeting, the individual owners of record of three (3) lots may call a meeting to be held after thirty (30) days notice by registered mail to all of the other said lot owners of record, and may elect a new Architectural Control Committee, fill any vacancies of the Architectural Control Committee, or remove the members of the existing Architectural Control Committee. A quorum for any meeting of the individual lot owners shall be the owners of at least twenty (20%) percent of the lots in the property subjected to these covenants.

4. HOMEOWNERS ASSOCIATION

Declarant has or will cause to be formed a non-profit corporation to be known as The Magnolia Grove Homeowners Association, Incorporated as follows:

Section 1. Membership. Every Owner of a lot which is subject to this Declaration shall be a mandatory member of the Association. Membership in the Association; however, is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be severed from ownership of any Lot and shall pass automatically to a Lot Owner's successor-in-title.

Section 2. Voting Rights. The Magnolia Grove Homeowners Association, Incorporated shall have two classes of voting membership:

Class A: Initially, Class A members of the Association shall be all Owners, with the exception of the Declarant, and each shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Person shall be members of the Association; however, the vote for such Lot shall be exercised, as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event that multiple owners of a Lot cannot provide written verification of the authority of a designated individual to cast their collective vote, then no vote may be cast by that particular Lot Owner on behalf of that particular Lot.

Class B: The Class B member shall be the Declarant and as such the Declarant shall be entitled to four (4) votes for each Lot owned by the Declarant. Class B membership shall cease and be converted to Class A membership on the happening of any one of the following events:

- (i) at such time as all of the Lots have been sold by Declarant; or
- (ii) ten (10) years from the date of recordation of this Declaration; or
- (iii) when, in its discretion, the Declarant so determines. In such event, Declarant shall

file with the Association a written statement to that effect.

Section 3. While Declarant initially intends to maintain the streets in the Subdivision at its sole cost and expense, at such time as Declarant desires to transfer the maintenance responsibility to the Association, Declarant shall file with the Association a written notice of the transfer of maintenance responsibility. Upon the filing thereof with the Association, the Association shall be responsible for the maintenance of said streets. In addition, and at all times after the recordation of these Restrictive and Protective Covenants, the Association shall also be responsible for the maintenance of all common areas as defined in Section 20 of Part 2 (General Restrictions) of these covenants when same are no longer maintained by the Declarant.

Section 4. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot, by acceptance of a deed for such lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments, and (ii) special assessments may from time to time be needed in the opinion of the Association, all of such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon (at the rate of eight percent per annum) and the costs of collection thereof, including reasonable attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, including reasonable attorneys' fees, shall also be the personal obligation of the Person or Persons who was or were the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to any successor-in-title to such Lot, unless expressly assumed in writing.

Section 5. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the maintenance and repair of the streets within the Subdivision that are depicted in that map recorded in Map Book 54, page 74, Onslow County Registry.

Section 6. Computation of Annual Assessment for Maintenance of Streets. The initial annual assessment shall be \$200.00 per calendar year, with the Owner's first assessment (or pro rata portion thereof) to be paid upon the closing of the sale and purchase of the Owner's Lot, or such other time thereafter as may be set by the Declarant. The annual assessment shall not be increased by more than ten percent (10%) above the previous year's annual assessment until the occurrence of the approval of a greater increase by a majority of the members of the Association at a duly called annual or special meeting.

At such time as the annual assessment is proposed to be changed from the initial annual assessment amount, the budget and the proposed annual assessment to be levied against each Lot shall be delivered to each Owner no later than ten (10) days prior to such annual or special meeting. The annual assessments shall be equally divided among the Lots. The budget and the annual assessment shall become effective, unless disapproved at the annual meeting by either: (i) the Declarant, so long as there is a Class B membership, or (ii) a vote of a majority of the Owners voting in person or by proxy at such meeting with a quorum (as established by the By-Laws of the Association) being present. In the event the proposed budget is not approved or the Board of

Directors fails for any reason to determine the budget for the succeeding year, then until a new budget has been established as provided herein, the budget and annual assessment in effect for the then current year shall continue for the succeeding year. If any budget at any time proves to be inadequate for any reason, the Board may call a meeting of the Association for the approval of a special assessment.

Section 7. Notice for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 above shall be sent to all members not less than ten (10) days or more than thirty (30) days in advance of the meeting.

Section 8. Rate of Assessment. Annual and special assessments must be fixed at a uniform rate or all Lots and Owners.

Section 9. Date of Commencement of Annual Assessment: Due Dates. The annual assessment to be paid by Owners provided for herein shall be computed on a calendar year basis and shall commence as to each Lot on the date of closing of said Lot should the initial sale of a lot by Declarant occur other than on January 1, the assessment shall be prorated for that portion of the year remaining. Declarant shall not be required to pay any assessment for any lot that Declarant still owns. Contractors and builders holding title to any Lot or Lots solely for the purpose of constructing a residence thereon for resale or reconveyance likewise, shall not be obligated to pay any assessment. The due dates shall be established by the Declarant until there is no longer a Class B membership and then by the Board. The Association shall, upon demand, and for a reasonable charge, not to exceed twenty-five dollars (\$25.00), furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a specified Lot shall be binding upon the Association as of the date of issuance. If the Association fails to respond to any such request, any lien outstanding shall be deemed to have been extinguished. All such requests shall be sent to the Association in the same, manner as provided for notices in Section 6 hereof.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10.0%) per annum. In such case, the Association may accelerate, at its option, the entire unpaid balance of the assessment and may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and interest, costs, including reasonable attorneys' fees, of any such action shall be added to the amount of the assessment.

Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for enforcement of liens against real property. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the

Owners, shall have the power to purchase any Lot at any sale and convey the same for the purpose.

Section 11. Subordination of Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first purchase money security deed of trust representing a first lien on said property or any "home equity" loan that may constitute a second lien. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu of foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale of transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 12. Effect of Delinquency on Class A Members. Notwithstanding all of the foregoing rights of the Association, the Association shall have the further right to prohibit a delinquent Class A Member from using in any manner the Common Area.

Section 13. Provided that there remains Class B voting in the name of Declarant or the Declarant's successors and assigns, Declarant may unilaterally, without the approval of the Association, undertake to convey title to the streets to the North Carolina Department of Transportation. Thereafter, a majority vote of the members of the Association, at a regular or special meeting, may execute an appropriate conveyance to transfer the ownership of said streets to the North Carolina Department of Transportation. In the event that such transfer is accepted by the North Carolina Department of Transportation, any funds remaining on deposit in the name of The Magnolia Grove Homeowners Association, Incorporated shall be refunded to its respective members pro rata and thereafter the officers and directors of The Magnolia Grove Homeowners Association, Incorporated shall undertake the dissolution of the Association.

5. GENERAL PROVISIONS:

Section 1. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years.

Section 2. Enforcement: In the event of a violation or breach of any of the restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the Declarant, its successors and assigns and the owners of the number lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. Costs and reasonable attorney fees shall be recoverable by the Association as part of any judgment or order to enforce these Restrictive Covenants. The failure to enforce any right, reservation, restriction or condition contained herein, however, long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent therein and shall not bar or affect its enforcement.

Section 3. Remedies Extended to the State of North Carolina: To ensure that this subdivision is maintained consistent with the laws of the State of North Carolina, the State of North Carolina is specifically empowered to take such acts necessary by and through its offices to enforce any of these covenants against an Owner. The State of North Carolina is specifically made a beneficiary of these covenants.

Section 4. Stormwater Runoff: The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number 8051017, as issued by the Division of Water Quality under NCAC 2H.1000.

The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.

These covenants are to run with the land and be binding on all persons and parties claiming under them.

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.

Alteration of the drainage as shown on the approved plan may not take place without the concurrences of the Division of Water Quality.

Low Density Residential Subdivisions (In addition to L1-L5 and all others that apply)

The maximum allowable built-upon area per lot is SEE ATTACHMENT I square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Build upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, does not include raised, open wood decking, or the water surface of swimming pools.

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

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

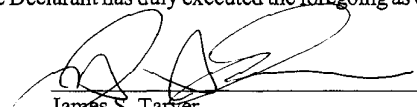
All roof drains shall terminate at least 30' from the mean high water mark of surface waters.


Section 5. Modification of Restrictive Covenants: Except as to specific rights retained by Declarant, these restrictions 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 during the first twenty (20) year period by written document executed by the Declarant or their successors in title and by the owner of not less than ninety (90%) percent or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone. After the expiration of the initial twenty (20) year period, these restrictions 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 not less than seventy-five (75%) percent of the Lot Owners, and recorded in the office of the Register of Deeds of Onslow County in which this Declaration is recorded.

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

IN WITNESS WHEREOF: the Declarant has duly executed the foregoing as of the day and year first above written.

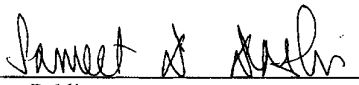

James S. Tarver

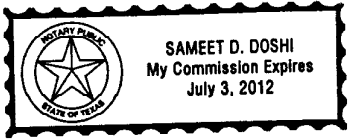

Sandra M. Tarver

STATE OF Tx
COUNTY OF Harris

I, a Notary Public of the County and State aforesaid, certify that James S. Tarver personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this 4th day of March, 2011.

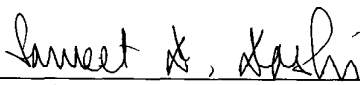
My commission expires: 7/3/2012

Notary Public



STATE OF Tx
COUNTY OF Harris

I, a Notary Public of the County and State aforesaid, certify that Sandra M. Tarver personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this 4th day of March, 2011.

My commission expires: 7/3/2012

Notary Public

