

BOOK 495 PAGE 820

NORTH CAROLINA
ONSLow COUNTY

THIS DECLARATION, made this 21st day of October, 1975, by and between Paul McArthur and wife, Edna McArthur; and Bernard H. Fields and wife, Josephine M. Fields; and Norma Jean Briscoe, Single; and Riley Roe Maready and wife, Geneva L. Maready; and T & M Builders, Inc., a North Carolina Corporation, all of Onslow County, North Carolina; and William M. Hatch and wife, Sara T. Hatch of Craven County, North Carolina, hereinafter called the Declarants;

WITNESSETH:

THAT WHEREAS, the Declarants are the owners of that certain property known and designated as Section IV, McArthur Heights, located in Richlands Township, Onslow County, North Carolina, as shown on a map thereof duly filed for record in the Office of the Register of Deeds of Onslow County, North Carolina, and appears of record in Map Book 14, Page 72, Onslow County Registry, said map having been prepared by Barden Lanier, Registered Surveyor;

WHEREAS, the said Owners of said property desire now for the use and benefit of said property themselves, their heirs and assigns, and their future grantees to place and impose protective covenants, conditions and restrictions on all of the lots shown on said map or plat;

NOW, THEREFORE, the Declarants do hereby declare that the real property described in and referred to by that certain map hereinabove mentioned, is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below;

ARTICLE I

LAND USE AND BUILDING TYPE: All the lots so conveyed shall be used for residential purposes only, and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. This does not preclude churches or church buildings of common brick veneer construction or better materials from being erected on one or more lots in compliance with the provisions hereinafter set out.

ARTICLE II

DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$35,000.00, exclusive of land costs, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,600 square feet of heated area, except that it is specifically agreed that Lot 5, Block F of said Section IV, McArthur Heights, owned by Riley Roe Maready and wife, Geneva L. Maready, is excepted from the price range herein referred to; and that the home built on said Lot 5, Block F, Section IV, McArthur Heights, now being built at a cost of \$17,800.00, is specifically permitted hereunder both as to cost and to the size of said home, and the other lot owners specifically acknowledge said exception and agree that the remainder of said lots shall be bound by this paragraph.

It is further specified and agreed that all dwellings placed on any of the lots herein referred to shall be new construction, built from the ground up on the lots; that no building or part of a building previously constructed elsewhere for use elsewhere shall be moved onto any lot in this subdivision; it being the purpose of this provision to provide that all buildings placed hereon shall be initially constructed on the site of construction; that all construction shall be of a type approved by FHA and VA and shall meet VA and FHA specifications, both as to workmanship and materials used.

ARTICLE III

BUILDING LOCATION: No building shall be located on any lot nearer than 35 feet to the front lot line or nearer than 35 feet to the side street line. No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 100 feet more from the minimum building set back line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

ARTICLE IV

LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having an area of less than 20,000 square feet. No lot shall be subdivided by sale or otherwise so as to reduce the total area of a building site below 20,000 square feet. However, building sites may cover a portion of a lot or one or more lots, or one lot and portion of another.

ARTICLE V

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear five (5) feet of each lot.

ARTICLE VI

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

ARTICLE VII

TEMPORARY STRUCTURES: 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 temporarily or permanently.

ARTICLE VIII

SANITATION SYSTEM: That until such time as a municipal sanitation sewer system is available, sewer, disposal shall be only by septic tank which meets the North Carolina State Board of Health approval. As soon as a municipal sanitation sewer system is available, no more septic tanks shall be installed on any lots. No septic tank, the condition of which becomes unsanitary or detrimental to the health of the residents, after municipal sanitation sewer system becomes available, shall be repaired for the purpose of continued use thereof, but said unsanitary and unhealthful conditions shall be abated and alleviated by immediate service connection with said municipal sanitation sewer system.

ARTICLE IX

ANIMALS, LIVESTOCK AND POULTRY: No animal, livestock or poultry shall be raised, bred or kept on any lot for commercial purposes. Animals such as dogs, cats and parakeets, and the like may be kept for household pets so long as their quarters are maintained to the point that no noxious or offensive odors or noises which could be classified as an annoyance or nuisance to the neighborhood arises from their being kept. A petition signed by any six neighbors in the neighborhood that a certain animal or animals violate this restriction, in that the said animal or animals or their quarters is at that time an annoyance or nuisance to the neighborhood, shall be conclusive proof that same violate this restriction and the owner or owners shall remove said animals and their quarters from the premises.

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ARTICLE X

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

ARTICLE XI

LOCATION OF BUILDINGS ON CORNERS: No building erected on any lot other than a corner lot shall face other than the street upon which the said lot faces; on a corner lot, buildings may be erected so as to face the intersection of two streets upon which the lot abutts. However, the provisions of the article shall not apply to churches.

ARTICLE XII

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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

ARTICLE XIII

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

ARTICLE XIV

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

IN TESTIMONY WHEREOF, the said PAUL McARTHUR and wife, EDNA McARTHUR; and BERNARD H. FIELDS and wife, JOSEPHINE M. FIELDS; and NORMA JEAN BRISCOE, single; and RILEY ROE MAREADY and wife GENEVA L. MAREADY; and WILLIAM M. HATCH and wife, SARA T. HATCH all have hereunto set their hands and seals this the day and year above written, and the said T & M BUILDERS, INC., has caused this instrument to be executed in its name by its President and attested to by its Secretary all by authority of its Board of Directors duly given this the day and year above written.

Paul McArthur (SEAL)
Paul McArthur

Edna McArthur (SEAL)
Edna McArthur

Bernard H. Fields (SEAL)
Bernard H. Fields

Josephine M. Fields (SEAL)
Josephine M. Fields

Norma Jean Briscoe (SEAL)
Norma Jean Briscoe, Single

Riley Roe Maready (SEAL)
Riley Roe Maready

Geneva L. Maready (SEAL)
Geneva L. Maready

WILLIAM M. HATCH (SEAL)

SARA T. HATCH (SEAL)

WILLIAM M. HATCH

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CORPORATE SEAL

ATTEST:

G. W. Tuton
G. W. Tuton, Secretary

William M. Hatch (SEAL)
William M. Hatch

Sara T. Hatch (SEAL)
Sara T. Hatch

T & M BUILDERS, INC.

By: Robert L. McCall
Robert L. McCall, President

NORTH CAROLINA
ONslow COUNTY

I, Beth D. Perry, a Notary Public in and for said County and State do hereby certify that PAUL McARTHUR and wife, EDNA McARTHUR, personally appeared before me this day and acknowledged the due execution of the foregoing Declaration for the purposes therein expressed.

Witness my hand and notarial seal this 15 day of October, 1975.

My comm. expires: Jan. 2, 1979

NORTH CAROLINA
ONslow COUNTY

I, Beth D. Perry, a Notary Public in and for said County and State do hereby certify that BERNARD H. FIELDS and wife, JOSEPHINE M. FIELDS, personally appeared before me this day and acknowledged the due execution of the foregoing Declaration for the purposes therein expressed.

Witness my hand and notarial seal this 15 day of October, 1975.

My comm. expires: Jan. 2, 1979

NORTH CAROLINA
ONslow COUNTY

I, Beth D. Perry, a Notary Public in and for said County and State do hereby certify that NORMA JEAN BRISCOE, Single, personally appeared before me this day and acknowledged the due execution of the foregoing Declaration for the purposes therein expressed.

Witness my hand and notarial seal this 15 day of October, 1975.

My comm. expires: Jan. 2, 1979

NORTH CAROLINA
ONslow COUNTY

I, Beth D. Perry, a Notary Public in and for said County and State do hereby certify that RILEY ROE MAREADY and wife, GENEVA L. MAREADY, personally appeared before me this day and acknowledged the due execution of the foregoing Declaration for the purposes therein expressed.

Witness my hand and notarial seal this 15 day of October, 1975.

My comm. expires: Jan. 2, 1979

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NORTH CAROLINA
CRAVEN COUNTY

I, Beth D. Perry, a Notary Public in and for said County and State do hereby certify that WILLIAM M. HATCH and wife, SARA T. HATCH, personally appeared before me this day and acknowledged the due execution of the foregoing Declaration for the purposes therein expressed.

Witness my hand and notarial seal this 15 day of October, 1975.

Beth D. Perry
Notary Public

My comm. expires: Jan. 2, 1979

NORTH CAROLINA
ONSLOW COUNTY

This 15 day of October, 1975, personally came before me, ROBERT L. McCALL, who, being by me duly sworn, says that he is President of T & M BUILDERS, INC., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed by him in behalf of said corporation by its authority duly given. And the said President acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official seal this 15 day of October, 1975.

Beth D. Perry
Notary Public

My comm. expires: Jan. 2, 1979

NORTH CAROLINA
ONSLOW COUNTY

THE FOREGOING CERTIFICATES OF Beth D. Perry
are certified to be correct.

This instrument was presented for registration and recorded in this office in Book 495, Page 820. This 1 day of March, 1977, at 4:24 o'clock P. M.

Mildred M. Thomas
Mildred M. Thomas, Register of Deeds

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1751 0808

Prepared by and return to:
→ Gaylor, Edwards and Vatcher
219 New Bridge Street
Jacksonville, NC 28540

2001 SEP 11 PM 12:17

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

**DECLARATION OF RESTRICTIVE
AND PROTECTIVE COVENANTS FOR
MCARTHUR HEIGHTS, SECTION V**

11th THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the day of September, 2001, by KINGS CREEK DEVELOPMENT, INC., a North Carolina corporation, hereinafter called "Declarant",

WITNESSETH:

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

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

ARTICLE I

SUBJECT 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 follows:

BEING all that property as shown on that plat entitled "Final Plat Showing McARTHUR HEIGHTS, SECTION V, Richlands Township, Onslow County, NC," prepared by John L. Pierce & Associates, P.A. and recorded in Map Book 41, Page 192, Slide K-1139, Onslow County Registry.

ARTICLE II

PURPOSES: No lot or lots shall be put to any use other than for residential purposes, except that any lot which is owned by Declarant, or its assignee, may be used by the Declarant, or its assignee for a street or roadway, or at the option of the Declarant, or its assignee, for a recreation building and area.

ARTICLE III

LAND USE AND BUILDING TYPE: No building shall be used except for residential purposes. No structure shall be erected, placed, altered, or permitted to remain on any such lot other than single family dwellings not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with general architectural design and construction standards used as the dwelling itself. This covenant shall not be construed as prohibiting the use of a new single family dwelling as a model home for sales purposes.

ARTICLE IV

DWELLING QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 1,000 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story.

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ARTICLE V

BUILDING LOCATION: No building shall be located on any corner lot nearer than 20 feet to the front line nor nearer than 20 feet to any side street line. No building shall be located with respect to interior side lot lines so as to be nearer than 8 feet to either such line. No dwelling shall be located nearer than 15 feet to the rear lot line, and no garage or other permitted accessory building shall be located nearer than 15 feet to the rear lot line. For the purposes of this covenant, eaves, steps, open porches, and carports shall not be considered as 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 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.

ARTICLE VI

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

ARTICLE VII

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The Declarant reserves for itself, its successors and assigns, an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes, and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage or other utilities including water and sewer services.

ARTICLE VIII

LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. Any and all pets shall not be allowed on the premises unless same are under the direct control of the owner at all times and are not creating a nuisance to the other owners within the property.

ARTICLE IX

BUILDING PLANS AND SPECIFICATIONS: No dwelling or other building shall be erected upon any lot unless the plans and specification thereof meet or exceed the requirements of "minimum property standards for one and two living units". (FHA, No.300), Federal Housing Administration.

ARTICLE X

ERECTION OF FENCES: No fences over five (5) feet in height shall be constructed between the front of the primary dwelling and the back lot line nearer than ten (10) feet to any lot line. No fence shall be erected between the rear of the primary dwelling and the street right of way unless such fence shall be of an ornamental nature. Brick and split-rail shall be deemed to meet the requirements of this restriction.

ARTICLE XI

GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary

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containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XII

SIGHT DISTANCE AT INTERSECTION: No fences, wall, hedge or shrub planting which obstructs sight lines at elevations 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 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 upon any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XIII

TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding temporarily or permanently. No trailer, mobile home, camper or line vehicle shall be parked on any lot at any time for any purpose nor shall any vehicle be allowed to remain on any lot at any time for any purposes unless it is parked behind the main dwelling structure or placed inside the carport or garage.

ARTICLE XIV

DRAINAGE: All driveways shall have drainage tile in the street ditches installed and sized in accordance with the N.C. State Highway recommendations.

ARTICLE XV

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

ARTICLE XVI

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

ARTICLE XVII

MODIFICATION: 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 the Declarant or their successors in title and by the owner of not less than sixty percent (60 %) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarant, its successor or assign, owns sixty (60%) percent or more of the subdivided lots, the Declarant, its successor or assign, may alter or amend these covenants without consent of anyone.

ARTICLE XVIII

SEVERABILITY: Invalidity of anyone of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE XIX

STORMWATER MANAGEMENT: (A) The allowable built-upon area per lot is 3,500 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

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the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate and coquina, but does not include raised, open wood decking or the water surface of swimming pools. (B) Filling in or piping of any vegetative conveyances (such as ditches, swales, etc.) associated with the development, except for the average driveway crossings, is strictly prohibited by any person. (C) Lots within CAMA's Area of Environmental Concern ("AEC") may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC. (D) Each lot will maintain a thirty (30) foot wide vegetated buffer between all impervious areas and surface waters. (E) All roof drains shall terminate at least thirty (30) feet from the mean high water mark of any navigable stream.

The covenants and restrictions set forth in this Article XIX is intended to ensure continued compliance with state stormwater management permit number SW8 000932 as issued by the Division of Water Quality and may not be changed or deleted without the consent of the State of North Carolina.

ARTICLE XX

COMPLIANCE WITH DEPARTMENT OF TRANSPORTATION TRAFFIC MAINTENANCE STANDARDS: Driveway headwalls, fences, mailboxes, newspaper delivery boxes or other roadside obstructions, constructed within the right of way of any street as shown on the recorded plat of the subdivision in a location or out of materials determined to be a traffic safety hazard by the North Carolina Department of Transportation or the Declarant, its successor or assign, shall not be permitted. It shall be the duty of the Owner of any Lot to remove such obstruction, at the Owner's sole expense, within thirty (30) days following written notification of such objection by the North Carolina Department of Transportation or Declarant, its successor or assign.

ARTICLE XXI

STREET LIGHTING AGREEMENT: The Declarant reserves the right to subject the real property in this subdivision to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, and/or entrance sign lighting, either or all of which may require an initial payment and/or a continuing monthly payment to an electric company by the owner of each dwelling.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed by its Vice-President, attested by its Secretary and its corporate seal affixed hereto, all with authority duly given by its board of directors, the day and year first above written.

KINGS CREEK DEVELOPMENT, INC., a North Carolina corporation

By: [Signature]
John L. Pierce - Vice President

Attest: [Signature]
Betty Bullock - Secretary
(Corporate Seal)

NORTH CAROLINA
ONslow COUNTY

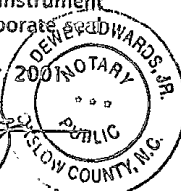
I, a Notary Public in and for the County and State aforesaid, do hereby certify that Betty Bullock, Secretary of KINGS CREEK DEVELOPMENT, INC., a North Carolina corporation, personally appeared before me this day and acknowledged that the foregoing instrument was signed by its Vice President, attested by her as its Secretary and its corporate seal affixed, all by authority duly given.

Witness my hand and official stamp or seal, this 11th day of September, 2007.

My commission expires: 7/9/06

ONslow COUNTY, N.C.

Notary Public



NORTH CAROLINA, Onslow County J. Dewey Edwards Jr.
The foregoing certificate(s) of _____

Notary(s) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1751 Page 808 This 11 day of September

2007 A.D. at 12:17 o'clock P. M. _____
[Signature]
Register of Deeds, Onslow County