

BOOK 752 PAGE 280

NORTH CAROLINA  
ONSLow COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, made this 7th day of October, 1985, by OMNI HOME BUILDERS, INC., a North Carolina Corporation with principal office in Jacksonville, North Carolina, hereinafter called the Declarant and ARTHUR J. BAER, as Trustee, and THE NORTHWESTERN BANK with office in North Wilkesboro, North Carolina;

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of the real property described in Article I hereof and is desirous of subjecting said real property to the protective and restrictive covenants herein 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 of any owner thereof, and

WHEREAS, ARTHUR J. BAER, Trustee, and THE NORTHWESTERN BANK, owner and holder of the Deeds of Trust hereinafter referred to wish to join in the execution of this Declaration for the purposes of subordinating the lien of that certain Deed of Trust from OMNI HOME BUILDERS, INC., to ARTHUR J. BAER, Trustee and recorded in Book 708, Page 798, and Book 736, Page 40, Onslow County Registry.

NOW, THEREFORE, OMNI HOME BUILDERS, INC., ARTHUR J. BAER, Trustee, and THE NORTHWESTERN BANK hereby declare that the real property described and referred to in Article I hereof is and shall be held, pledged, transferred, sold and conveyed subject to the restrictive and protective covenants hereinbelow set forth, and ARTHUR J. BAER, Trustee, and THE NORTHWESTERN BANK hereby declare that lien of said Deed of Trust hereinbefore referred to shall be and is subordinated to said protective covenants.

ARTICLE I

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

BEING all of those numbered lots as shown on that certain map entitled "RAINTREE SECTION III" which map was prepared by Barden Lanier and Associates and is recorded in Map Book 23, Page 86, Slide C-194, Onslow County Registry, which map and the data thereon contained is herein included by reference as though fully herein set out and is made a part hereof for a fuller and more accurate description.

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#### ARTICLE II

LAND USE AND BUILDING TYPE. No numbered lot shall be used except for "single family residential purposes." "Single family residential purposes" is defined as a family unit related by blood or marriage as is customary in the area. A single family may consist of a single individual but shall not consist of units made up of a number of unrelated by blood or marriage individuals whether adults or minors under the care of others wherein there is provided family care for usually two or more unrelated persons. A single family residential unit shall not be used nor shall residential purposes as herein set out be defined as covering the following types of uses: fraternities, sororities, family care homes, boarding homes, or any type residence in which a person or persons' care is paid for by himself or herself or others. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling as defined above not to exceed two and one-half stories in height and such outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. All construction shall be custom type construction built on the lot and no old building constructed elsewhere shall be moved on to the lot for residential or any other purposes. No mobile homes, double wides or premanufactured homes or any unit requiring a Division of Motor Vehicles Certificate of Title shall be placed or constructed on any numbered lot in the subdivision hereinabove described. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

#### ARTICLE III

NATIVE GROWTH. The native growth of such premises shall not be permitted to be destroyed or removed except as necessary to erect structures, to construct driveways and other graveled areas, to provide solar access and a reasonable area surrounding buildings.

#### ARTICLE IV

EASEMENT RESERVATION. The grantor reserves for itself as developer, its successors or assigns, in that capacity, an easement, 10 feet in width, 5 feet of each side of the side lot line of each numbered lot as herein in Article VIII determined that adjoin other numbered lots and 10 feet in width along all streets and back lot lines, and right at any time in the future to grant a right of way under, over and along said easement 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

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to or useful for furnishing of all utilities including, electric power, gas, telephone service, Cable TV, drainage, or other utilities including water and sewer service. Within these easements, no structure, fence, 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 change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

#### ARTICLE V

DWELLING, QUALITY AND SIZE. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 800 square feet for a one story dwelling, nor less than 700 square feet for a dwelling of more than one story.

#### ARTICLE VI

BUILDING LOCATION. No building, dwelling or solar system shall be located on any numbered lot nearer to a front or side street than the minimum building line as shown on the recorded plat hereinabove referred to. No residential building shall be located on any numbered lot nearer than 20 feet from the back lot line and no building shall be located nearer than 6 feet to the rear lot line or 8 feet to the side lot lines. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than 10 per cent in the location of a building on the lot with respect to the minimum setback lines or side or rear lot line setbacks shall not be considered a violation of this covenant.

#### ARTICLE VII

SOLAR ACCESS NEEDS. No property owner shall be allowed to erect any object or structure or plant additional trees, shrubs or other forms of vegetation to grow in a manner that would block or impede another property owner's solar collector or reflector or solar system from obtaining solar access needs. Native trees and vegetation already on the lot shall be maintained in such fashion as to give minimal hindrance to other's solar access needs. "Solar access needs" are defined as the requirements for clear and unobstructed access to solar rays for the operation of a solar system. This paragraph shall apply only to the solar system located with the setback lines as defined in Article VI above.

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Prior to the erection of any object or structure on his property of a height of more than twenty (20) feet, other than a residence, which residence shall be located on the lot taking into consideration all building lines which pertain to the lot in question, the property owner shall notify the adjoining property owners and obtain their permission. Permission can only be refused on the ground that said object or structure intrudes upon a property owner's solar access needs as set forth above. In the event of disagreement, said dispute shall be submitted to arbitration under the rules of the American Arbitration Association and the decision thereof shall be final.

In the event a property owner notifies an adjoining property owner that his trees, shrubs or other forms of vegetation are blocking or impeding said property owner's solar access needs, said property owner shall at his own expense remedy said intrusion upon the adjoining property owner's solar access needs within thirty (30) days. In the event of disagreement, said dispute shall be submitted to arbitration under the rules of the American Arbitration Association and the decision thereof shall be final.

#### ARTICLE VIII

LOT AREA AND WIDTH. No numbered lot shall be subdivided for purposes of construction except that a dwelling and its setback area may be built on one lot and a portion of another and the existing side lot line between the two said numbered lots be ignored, provided however, that the remainder of the lot divided shall be added to the adjacent lot and the dividing line between the divided lot shall be the new dividing line for purposes of set back of buildings as herein set out, unless the remaining portion of the lot from which a portion has been cut off is of a size sufficient in area to build a residence thereon. This shall be determined insofar as area is concerned as being of sufficient area to build on if said remaining portion of said lot is as large or larger than the smallest numbered lot in the above described and referred to subdivision and the dwelling placed thereon shall meet the minimum size requirement and be placed on the lot so as to meet the minimum building line setbacks and side and rear line setbacks as hereinabove set out in Article VI. All numbered lots on the above described plat may be built on insofar as area is concerned.

#### ARTICLE IX

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. No unused or junk cars or parts thereof shall be kept on any lot in said subdivision.

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LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Goats, cows, horses and ponies shall not be considered household.

#### ARTICLE XI

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

#### ARTICLE XII

ERECTION OF FENCES. No fence shall be erected between the front building line and the street right-of-way line except decorative fences such as split-rail or picket not in excess of three feet in height. For purposes of this article a chain length fence even though not in excess of three feet in height shall not be considered a decorative fence. No fence shall be erected between the front building line of the main dwelling and the back lot line in excess of six feet in height. Where corner lots occur with adjacent lots sharing the same right-of-way line, no fence in excess of three feet in height shall be constructed along the right-of-way of the corner lots or nearer the right-of-way than the front building line of the adjacent lots.

#### ARTICLE XIII

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 parallel to the building line, one sign of not more than three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

#### ARTICLE XIV

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

#### ARTICLE XV

SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular sight area shown on the above referred to map. No tree shall be

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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. This article shall be construed and interpreted according to Department of Motor Vehicles regulations and their rulings shall control.

ARTICLE XVI

TEMPORARY STRUCTURES. No structure of a temporary character, mobile home, trailer, prefabricated or modular home or any unit requiring a Division of Motor Vehicles Certificate of Title, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, mobile home, camper or like vehicle shall be parked on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

ARTICLE XVII

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

ARTICLE XVIII

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 damage.

ARTICLE XIX

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

ARTICLE XX

ALTERATION, MODIFICATION OR CHANGE IN THESE RESTRICTIONS. These restrictions as they apply to the numbered lots hereinabove described may be altered, modified or changed at any time as to said numbered lots hereinabove described by written document executed and recorded in the Onslow County Registry by the then owners of not less than 60 per cent of the numbered lots described in Article I above to which these restrictions apply. If the Declarant owns 60 per cent or more of the subdivided lots, the Declarant may alter, modify or change these covenants without consent of anyone.

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## ARTICLE XXI

STREET LIGHTING. The developer reserves the right to subject the real property in this Subdivision to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power & Light Company by the owner of each building.

IN TESTIMONY WHEREOF, OMNI HOME BUILDERS, INC., has caused this Declaration to be signed in its corporate name by its President and attested by its Secretary and its corporate seal to be hereunto affixed, by authority of its Board of Directors duly given, and ARTHUR J. BAER has hereunto set his hand and seal as Trustee, and THE NORTHWESTERN BANK has caused this Declaration to be signed in its corporate name by its <sup>Asst.</sup> President and attested by its Secretary and its corporate seal to be hereunto affixed, by authority of its Board of Directors duly given, all the day and year first above written.



OMNI HOME BUILDERS, INC.  
By: Raybourne Batchelor, Jr.

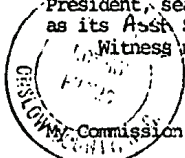
Arthur J. Baer  
Asst. Secretary

THE NORTHWESTERN BANK  
Kenneth N. Ellis  
President  
Arthur J. Baer  
Arthur J. Baer, Trustee

STATE OF NORTH CAROLINA  
COUNTY OF CUNSLAW

I, Sheila H. Best, a Notary Public in and for said county and state do hereby certify that Raybourne Batchelor, Jr. personally came before me this day and acknowledged that he is President of OMNI HOME BUILDERS, INC., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by Nellie S. Batchelor as its Asst. Secretary.

Witness my hand and official stamp or seal, this 8<sup>th</sup> day of October, 1984.



Sheila H. Best  
Notary Public

STATE OF NORTH CAROLINA  
COUNTY OF Middleburg

I, Shelia E. Want, a Notary Public in and for said county and state, do hereby certify that Kenneth N. Ellis personally came before me this day and acknowledged that he is Asst. President of THE NORTHWESTERN BANK, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its

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President, sealed with its corporate seal and attested by Arthur J. Baer  
as its Asst. Secretary.

Witness my hand and official stamp or seal, this 14<sup>th</sup> day of October, 1985.



My Commission Expires: 11-24-86

Helen E. Avant  
Notary Public

STATE OF NORTH CAROLINA  
COUNTY OF Mecklenburg

I, Helen E. Avant, a Notary Public in and for said county  
and state, do hereby certify that ARTHUR J. BAER, Trustee, personally appeared  
before me this day and acknowledged the due execution of the foregoing instrument  
for the purposes therein expressed.

Witness my hand and official stamp or seal, this 14<sup>th</sup> day of October, 1984.



My Commission Expires: 11-24-86

Helen E. Avant  
Notary Public

NORTH CAROLINA, ONSLOW COUNTY Sheila H. Best, & Helen E. Avant  
The foregoing certificate(s) of \_\_\_\_\_

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in  
Book 752 Page 280 This 16 day of October  
19 85 A.D., at 10:30 o'clock A M.  
Neil David M. Kramel By \_\_\_\_\_  
Register of Deeds, Onslow County Register of Deeds



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NORTH CAROLINA

DECLARATION OF RESTRICTIVE COVENANTS

ON SLOW COUNTY

THIS DECLARATION, made this 26 day of February, 1986 by OMNI HOME BUILDERS, INC., a North Carolina Corporation with principal office in Jacksonville, North Carolina, hereinafter called the Declarant and ARTHUR J. BAER, as Trustee and BARCLAYSAMERICAN/MORTGAGE CORPORATION with office in Charlotte, North Carolina;

W I T N E S S E S:

WHEREAS, the declarant is the owner of the real property described in Article I hereof and is desirous of subjecting said real property to the protective and restrictive covenants herein 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 of parcel thereof, and shall apply to and bind the successors in interest of any owner thereof, and

WHEREAS, ARTHUR J. BAER, Trustee and BARCLAYSAMERICAN/MORTGAGE CORPORATION, owner and holder of the deed of trust hereinafter referred to wish to join in the execution of this Declaration for the purposes of subordinating the lien of that certain Deed of Trust recorded Sept. 14 1984 from OMNI HOME BUILDERS, INC., to ARTHUR J. BAER, Trustee and recorded in Book 708, Page 798, Onslow County Registry;

NOW, THEREFORE, OMNI HOME BUILDERS, INC., ARTHUR J. BAER, Trustee, and BARCLAYSAMERICAN/MORTGAGE CORPORATION hereby declare that the real property described and referred to in Article I hereof is and shall be held, pledged, transferred, sold and conveyed subject to the restrictive and protective covenants hereinbelow set forth, and ARTHUR J. BAER, Trustee, and BARCLAYSAMERICAN/MORTGAGE CORPORATION hereby declare that lien of said Deed of Trust hereinbefore referred to shall be and is subordinated to said protective covenants.

ARTICLE I

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

BEING all of those numbered lots (excluding lots 212 & 209) as shown on that certain map entitled "RAINTREE, SECTION III (Revised)", which map was prepared by Barden Lanier and Associates and is dated January 16, 1986, and recorded in Map Book 23, Page 148, Slide C-256, Onslow County Registry, which map and the data thereon contained is herein included by reference as though fully herein set out and is made a part hereof for a fuller and more accurate description.

ARTICLE II

LAND USE AND BUILDING TYPE. No numbered lot shall be used except for "single family residential purposes." "Single family residential purposes" is defined as a family unit related by blood or marriage as is customary in the area. A single

\*\*SEE ADDITION AMENDMENT ON BACK

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ly consist of one individual but shall not consist of units made up of a number of unrelated by blood or marriage individuals whether adults or minors under the care of others wherein there is provided family care for usually two or more unrelated persons. A single family residential unit shall not be used nor shall residential purposes as herein set out be defined as covering the following types of uses: fraternities, sororities, family care homes, boarding homes, or any type residence in which a person or persons' care is paid for by himself or herself or others. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling as defined above not to exceed two and one-half stories in height and such outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. All construction shall be custom type construction built on the lot and no old building constructed elsewhere shall be moved on to the lot for residential or any other purposes. No mobile homes, double wides or pre-manufactured homes or any unit requiring a Division of Motor Vehicles Certificate of Title shall be placed or constructed on any numbered lot in the subdivision hereinabove described. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

## ARTICLE III

NATIVE GROWTH. The native growth of such premises shall not be permitted to be destroyed or removed except as necessary to erect structures, to construct driveways and other graveled areas, to provide solar access and a reasonable area surrounding buildings.

## ARTICLE IV

EASEMENT RESERVATION. The grantor reserves for itself as developer, its successors or assigns, in that capacity, an easement, 10 feet in width, 5 feet of each side of the side lot line of each numbered lot as herein in Article VIII determined that adjoin other numbered lots and 10 feet in width along all streets and back lot lines, and right at any time in the future to grant a right of way under, over and along said easement 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 of all utilities including, electric power, gas, telephone service, Cable TV, drainage, or other utilities including water and sewer service. Within these easements, no structure, fence, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and

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Maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE V

DWELLING, QUALITY AND SIZE. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 800 square feet for a one story dwelling, nor less than 700 square feet for a dwelling of more than one story.

ARTICLE VI

BUILDING LOCATION. No building, dwelling or solar system shall be located on any numbered lot nearer to a front or side street than the minimum building line as shown on the recorded plat hereinabove referred to. No residential building shall be located on any numbered lot nearer than 20 feet from the back lot line and no building shall be located nearer than 6 feet to the rear lot line or 8 feet to the side lot lines. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than 10 per cent in the location of a building on the lot with respect to the minimum setback lines or side or rear lot line setbacks shall not be considered a violation of this covenant.

ARTICLE VII

SOLAR ACCESS NEEDS. No property owner shall be allowed to erect any object or structure or plant additional trees, shrubs or other forms of vegetation to grow in a manner that would block or impede another property owner's solar collector or reflector or solar system from obtaining solar access needs. Native trees and vegetation already on the lot shall be maintained in such fashion as to give minimal hindrance to other's solar access needs. "Solar access needs" are defined as the requirements for clear and unobstructed access to solar rays for the operation of a solar system. This paragraph shall apply only to the solar system located with the setback lines as defined in Article VI above.

Prior to the erection of any object or structure on his property of a height of more than twenty (20) feet, other than a residence, which residence shall be located on the lot taking into consideration all building lines which pertain to the lot in question, the property owner shall notify the adjoining property owners

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... or only be refused on the ground that said object or structure intrudes upon a property owner's solar access needs as set forth above. In the event of disagreement, said dispute shall be submitted to arbitration under the rules of the American Arbitration Association and the decision thereof shall be final.

In the event a property owner notifies an adjoining property owner that his trees, shrubs or other forms of vegetation are blocking or impeding said property owner's solar access needs, said property owner shall at his own expense remedy said intrusion upon the adjoining property owner's solar access needs within thirty (30) days. In the event of disagreement, said dispute shall be submitted to arbitration under the rules of the American Arbitration Association and the decision thereof shall be final.

#### ARTICLE VIII

LOT AREA AND WIDTH. No numbered lot shall be subdivided for purposes of construction except that a dwelling and its setback area may be built on one lot and a portion of another and the existing side lot line between the two said numbered lots be ignored, provided however, that the remainder of the lot divided shall be added to the adjacent lot and the dividing line between the divided lot shall be the new dividing line for purposes of set back of buildings as herein set out, unless the remaining portion of the lot from which a portion has been cut off is of a size sufficient in area to build a residence thereon. This shall be determined insofar as area is concerned as being of sufficient area to build on if said remaining portion of said lot is as large or larger than the smallest numbered lot in the above described and referred to subdivision and the dwelling placed thereon shall meet the minimum size requirement and be placed on the lot so as to meet the minimum building line setbacks and side and rear line setbacks as hereinabove set out in Article VI. All numbered lots on the above described plat may be built on insofar as area is concerned.

#### ARTICLE IX

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. No unused or junk cars or parts thereof shall be kept on any lot in said subdivision.

#### ARTICLE X

LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Goats, cows, horses and ponies shall not be considered household pets.

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ARTICLE XI

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

ARTICLE XII

ERECTION OF FENCES. No fence shall be erected between the front building line and the street right-of-way line except decorative fences such as split-rail or picket not in excess of three feet in height. For purposes of this article a chain length fence even though not in excess of three feet in height shall not be considered a decorative fence. No fence shall be erected between the front building line of the main dwelling and the back lot line in excess of six feet in height. Where corner lots occur with adjacent lots sharing the same right-of-way line, no fence in excess of three feet in height shall be constructed along the right-of-way of the corner lots or nearer the right-of-way than the front building line of the adjacent lots.

ARTICLE XIII

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 parallel to the building line, one sign of not more than three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

ARTICLE XIV

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

ARTICLE XV

SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular sight area shown on the above referred to map. No tree 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. This article shall be construed and interpreted according to Department of Motor Vehicles regulations and their rulings shall control.

ARTICLE XVI

TEMPORARY STRUCTURES. No structure of a temporary character, mobile home, trailer, prefabricated or modular home or any unit requiring a Division of Motor Vehicles Certificate of Title, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, mobile home, camper or like vehicle shall be parked on

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any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

ARTICLE XVII

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

ARTICLE XVIII

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 damage.

ARTICLE XIX

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

ARTICLE XX

ALTERATION, MODIFICATION OR CHANGE IN THESE RESTRICTIONS. These restrictions as they apply to the numbered lots hereinabove described may be altered, modified or changed at any time as to said numbered lots hereinabove described by written document executed and recorded in the Onslow County Registry by the then owners of not less than 60 per cent of the numbered lots described in Article I above to which these restrictions apply. If the Declarant owns 60 per cent or more of the subdivided lots, the Declarant may alter, modify or change these covenants without consent of anyone.

ARTICLE XXI

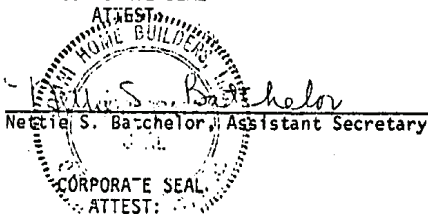
STREET LIGHTING. The developer reserves the right to subject the real property in this Subdivision to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power & Light Company by the owner of each building.

IN TESTIMONY WHEREOF, OMNI HOME BUILDERS, INC., has caused this Declaration to be signed in its corporate name by its President and attested by its Assistant Secretary and its corporate seal to be hereunto affixed, by authority of its Board of Directors duly given, and ARTHUR J. BAER has hereunto set his hand and seal as

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Trustee, and BARCLAYSAMERICAN/MORTGAGE CORPORATION has caused this Declaration to be signed in its corporate name by its Vice President and attested by its Assistant Secretary and its corporate seal to be hereunto affixed, by authority of its Board of Directors duly given, all the day and year first above written.

CORPORATE SEAL



OMNI HOME BUILDERS, INC.

Raybourne Batchelor, Jr., President

BARCLAYSAMERICAN/MORTGAGE CORPORATION

Arthur J. Baer  
Trustee

Kenneth N. Eller, Vice President  
Arthur J. Baer, Trustee (SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

I, Betty Mayfield, a Notary Public in and for said county and state, do hereby certify that RAYBOURNE BATCHELOR, JR. personally came before me this day and acknowledged that he is President of OMNI HOME BUILDERS, INC., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by NETTIE S. BATCHELOR as its Assistant Secretary.

Witness my hand and official stamp or seal, this 20 day of February, 1986.

Betty Mayfield  
Notary Public

My Comm. Expires: 12/28/88

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, Kimberly W. Gaffney, a Notary Public in and for said county and state, do hereby certify that Kenneth N. Eller personally came before me this day and acknowledged that he is VICE PRESIDENT of BARCLAYSAMERICAN/MORTGAGE CORPORATION, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by Arthur J. Baer as its Assistant Secretary.

Witness my hand and official stamp or seal, this 5 day of March, 1986.

Kimberly W. Gaffney  
Notary Public

My Comm Expires: 2/24/90

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, Kimberly W. Gaffney, A Notary Public in and for said county and state, do hereby certify that Arthur J. Baer, trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 5 day of March, 1986.

My Commission Expires: 2/24/90

Kimberly W. Gaffney  
NOTARY PUBLIC

Barden Lanier + Assoc.  
P.O. Box 1227  
Jacksonville

BOOK 769 PAGE 930

Deed of Trust recorded June 5, 1985, in Book 736, Page 40, Onslow County Registry.

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

Betty Mayfield & Kimberly W. Gaffney

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in  
Book 769 Page 929 This 10 day of March  
1986 A.D., at 11:18 o'clock A.M.  
Michael M. Lucas By \_\_\_\_\_  
Register of Deeds, Onslow County Register of Deeds

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NORTH CAROLINA  
ONslow COUNTY

BOOK 822 PAGE 720

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DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, made this 25th. day of November, 1986, by OMNI HOME BUILDERS, INC., a North Carolina Corporation with principal office in Jacksonville, North Carolina, hereinafter called the Declarant and ARTHUR J. BAER, as Trustee, and BARCLAYSAMERICAN/MORTGAGE CORPORATION with office in North Wilkesboro, North Carolina;

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of the real property described in Article I hereof and is desirous of subjecting said real property to the protective and restrictive covenants herein set forth, each and all of which 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 of any owner thereof, and

WHEREAS, ARTHUR J. BAER, Trustee, and BARCLAYSAMERICAN/MORTGAGE CORPORATION, owner and holder of the Deeds of Trust hereinafter referred to wish to join in the execution of this Declaration for the purposes of subordinating the lien of that certain Deed of Trust from OMNI HOME BUILDERS, INC., to ARTHUR J. BAER, Trustee and recorded in Book 797, Page 372, Onslow County Registry.

NOW, THEREFORE, OMNI HOME BUILDERS, INC., ARTHUR J. BAER, Trustee, and BARCLAYSAMERICAN/MORTGAGE CORPORATION hereby declare that the real property described and referred to in Article I hereof is and shall be held, pledged, transferred, sold and conveyed subject to the restrictive and protective covenants hereinbelow set forth, and ARTHUR J. BAER, Trustee, and BARCLAYSAMERICAN/MORTGAGE CORPORATION hereby declare that lien of said Deed of Trust hereinabove referred to shall be and is subordinated to said protective covenants.

ARTICLE I

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

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BEING all of those numbered lots as shown on that certain map entitled "RAINTREE SECTION IV" which map was prepared by Barden Lanier and Associates and is recorded in Map Book 24, Page 140 Slide J-88, Onslow County Registry, which map and the data thereon contained is herein included by reference as though fully herein set out and is made a part hereof for a fuller and more accurate description.

#### ARTICLE II

LAND USE AND BUILDING TYPE. No numbered lot shall be used except for "single family residential purposes." "Single family residential purposes" is defined as a family unit related by blood or marriage as is customary in the area. A single family may consist of a single individual but shall not consist of units made up of a number of unrelated by blood or marriage individuals whether adults or minors under the care of others wherein there is provided family care for usually two or more unrelated persons. A single family residential unit shall not be used nor shall residential purposes as herein set out be defined as covering the following types of uses: fraternities, sororities, family care homes, boarding homes, or any type residence in which a person or persons' care is paid for by himself or herself or others. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling as defined above not to exceed two and one-half stories in height and such outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. All construction shall be custom type construction built on the lot and no old building constructed elsewhere shall be moved on to the lot for residential or any other purposes. No mobile homes, double wides or premanufactured homes or any unit requiring a Division of Motor Vehicles Certificate of Title shall be placed or constructed on any numbered lot in the subdivision hereinabove described. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

#### ARTICLE III

NATIVE GROWTH. The native growth of such premises shall not be permitted to be destroyed or removed except as necessary to erect structures, to construct driveways and other graveled areas, to provide solar access and a reasonable area surrounding buildings.

BOOK 822 PAGE 722

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ARTICLE IV

**EASEMENT RESERVATION.** The grantor reserves for itself as developer, its successors or assigns, in that capacity, an easement, 10 feet in width, 5 feet of each side of the side lot line of each numbered lot as herein in Article VIII determined that adjoin other numbered lots and 10 feet in width along all streets and back lot lines, and right at any time in the future to grant a right-of-way under, over and along said easement 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 of all utilities including, electric power, gas, telephone service, Cable TV, drainage, or other utilities including water and sewer service. Within these easements, no structure, fence, 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 change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE V

**DWELLING, QUALITY AND SIZE.** The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 800 square feet for a one story dwelling, nor less than 700 square feet for a dwelling of more than one story.

ARTICLE VI

**BUILDING LOCATION.** No building, dwelling or solar system shall be located on any numbered lot nearer to a front or side street than the minimum building line as shown on the recorded plat hereinabove referred to. No residential building shall be located on any numbered lot nearer than 20 feet from the back lot line and no building shall be located nearer than 6 feet to the rear lot line or 8 feet to the side lot lines. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach

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upon another lot. An error of not more than 10 per cent in the location of a building on the lot with respect to the minimum setback lines or side or rear lot line setbacks shall not be considered a violation of this covenant.

#### ARTICLE VII

**SOLAR ACCESS NEEDS.** No property owner shall be allowed to erect any object or structure or plant additional trees, shrubs or other forms of vegetation to grow in a manner that would block or impede another property owner's solar collector or reflector or solar system from obtaining solar access needs. Native trees and vegetation already on the lot shall be maintained in such fashion as to give minimal hindrance to other's solar access needs. "Solar access needs" are defined as the requirements for clear and unobstructed access to solar rays for the operation of a solar system. This paragraph shall apply only to the solar system located with the setback lines as defined in Article VI above.

Prior to the erection of any object or structure on his property of a height of more than twenty (20) feet, other than a residence, which residence shall be located on the lot taking into consideration all building lines which pertain to the lot in question, the property owner shall notify the adjoining property owners and obtain their permission. Permission can only be refused on the ground that said object or structure intrudes upon a property owner's solar access needs as set forth above. In the event of disagreement, said dispute shall be submitted to arbitration under the rules of the American Arbitration Association and the decision thereof shall be final.

In the event a property owner notifies an adjoining property owner that his trees, shrubs or other forms of vegetation are blocking or impeding said property owner's solar access needs, said property owner shall at his own expense remedy said intrusion upon the adjoining property owner's solar access needs within thirty (30) days. In the event of disagreement, said dispute shall be submitted to arbitration under the rules of the American Arbitration Association and the decision thereof shall be final.

#### ARTICLE VIII

**LOT AREA AND WIDTH.** No numbered lot shall be subdivided for purposes

BOOK 822 PAGE 724  
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of construction except that a dwelling and its setback area may be built on one lot and a portion of another and the existing side lot line between the two said numbered lots be ignored, provided however, that the remainder of the lot divided shall be added to the adjacent lot and the dividing line between the divided lot shall be the new dividing line for purposes of set back of buildings as herein set out, unless the remaining portion of the lot from which a portion has been cut off is of a size sufficient in area to build a residence thereon. This shall be determined insofar as area is concerned as being of sufficient area to build on if said remaining portion of said lot is as large or larger than the smallest numbered lot in the above described and referred to subdivision and the dwelling placed thereon shall meet the minimum size requirement and be placed on the lot so as to meet the minimum building line setbacks and side and rear line setbacks as hereinabove set out in Article VI. All numbered lots on the above described plat may be built on insofar as area is concerned.

#### ARTICLE IX

**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. No unused or junk cars or parts thereof shall be kept on any lot in said subdivision.

#### ARTICLE X

**LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Goats, cows, horses and ponies shall not be considered household.

#### ARTICLE XI

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

#### ARTICLE XII

**ERECTION OF FENCES.** No fence shall be erected between the front building line and the street right-of-way line except decorative fences such as split-rail or picket not in excess of three feet in height.

BOOK 822 PAGE 725  
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For purposes of this article a chain length fence even though not in excess of three feet in height shall not be considered a decorative fence. No fence shall be erected between the front building line of the main dwelling and the back lot line in excess of six feet in height. Where corner lots occur with adjacent lots sharing the same right-of-way line, no fence in excess of three feet in height shall be constructed along the right-of-way of the corner lots or nearer the right-of-way than the front building line of the adjacent lots.

#### ARTICLE XIII

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 parallel to the building line, one sign of not more than three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

#### ARTICLE XIV

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

#### ARTICLE XV

SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular sight area shown on the above referred to Map. No tree 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. This article shall be construed and interpreted according to Department of Motor Vehicles regulations and their rulings shall control.

#### ARTICLE XVI

TEMPORARY STRUCTURES. No structure of a temporary character, mobile home, trailer, prefabricated or modular home or any unit requiring a Division of Motor Vehicles Certificate of Title, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, mobile home

BOOK 822-PAGE 726

camper or like vehicle shall be parked on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

#### ARTICLE XVII

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

#### ARTICLE XVIII

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 damage.

#### ARTICLE XIX

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

#### ARTICLE XX

ALTERATION, MODIFICATION OR CHANGE IN THESE RESTRICTIONS. These Restrictions as they apply to the numbered lots hereinabove described may be altered, modified or changed at any time as to said numbered lots hereinabove described by written document executed and recorded in the Onslow County Registry by the then owners of not less than 60 per cent of the numbered lots described in Article I above to which these restrictions apply. If the Declarant owns 60 per cent or more of the subdivided lots, the Declarant may alter, modify or change these covenants without consent of anyone.

#### ARTICLE XXI

STREET LIGHTING. The developer reserves the right to subject the real property in this Subdivision to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of each building.

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IN TESTIMONY WHEREOF, OMNI HOME BUILDERS, INC., has caused this Declaration to be signed in its corporate name by its President and attested by its Asst. Secretary and its corporate seal to be hereunto affixed, by authority of its Board of Directors duly given, and ARTHUR J. BAER has hereunto set his hand and seal as Trustee, and BARCLAYS-AMERICAN/MORTGAGE CORPORATION has caused this Declaration to be signed in its corporate name by its Vice-President and attested by its Asst. Secretary and its corporate seal to be hereunto affixed, by authority of its Board of Directors duly given, all the day and year first above written.

CORPORATE SEAL

ATTEST:

Nettie S. Batchelor  
Nettie S. Batchelor, Asst. Secretary

CORPORATE SEAL

ATTEST:

Arthur J. Baer  
Arthur J. Baer, Asst. Secretary

OMNI HOME BUILDERS, INC.

Raybourne Batchelor, Jr.  
By: Raybourne Batchelor, Jr., President

BARCLAYSAMERICAN/MORTGAGE CORPORATION

Kenneth N. Eller  
By: Kenneth N. Eller, Vice-President

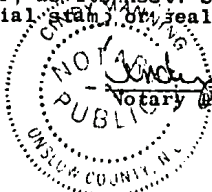
Arthur J. Baer (SEAL)  
Arthur J. Baer, Trustee

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

I, Cindy Manning (McDavin), a Notary Public in and for said county and state, do hereby certify that Raybourne Batchelor, Jr. personally came before me this day and acknowledged that he is President of OMNI HOME BUILDERS, INC., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by Nettie S. Batchelor, as its Asst. Secretary.

Witness my hand and official stamp or seal, this 25<sup>th</sup> day of November 1988.

My Commission  
Expires: 7-18-90



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, Donna H. Norris, a Notary Public in and for said county and state, do hereby certify that Kenneth N. Eller personally came before me this day and acknowledged that he is Vice-President of BARCLAYSAMERICAN/MORTGAGE CORPORATION, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Vice-President, sealed with its corporate seal and attested by Arthur J. Baer as its Asst. Secretary.

Witness my hand and official stamp or seal, this 30th day of December 1988.

My Commission  
Expires: 8/15/88

Donna H. Norris  
Notary Public



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STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

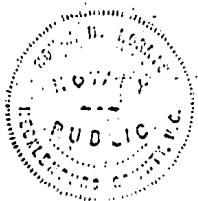
I, Donna H. Norris, a Notary Public in and for said county and state, do hereby certify that ARTHUR J. BAER, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official stamp or seal, this 30th. day of December, 1986.

My Commission

Expires: 8/15/88

Donna H. Norris  
Notary Public



NORTH CAROLINA, ONSLOW COUNTY  
The foregoing certificate(s) of Cindy Manning (McGowan) and Donna H. Norris

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 822 Page 720 This 9 day of March

19 87 A.D. at 10:25 o'clock A. M.

Michael W. Brown By \_\_\_\_\_

Register of Deeds, Onslow County

Register of Deeds

2250 PREPARED BY: ROBERT E. LOCK, ATTORNEY

BOOK 884 PAGE 845

NORTH CAROLINA  
ONSLow COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, made this 22nd day of June, 1988, by OMNI HOME BUILDERS, INC., a North Carolina Corporation with principal office in Jacksonville, Onslow County, North Carolina, hereinafter called the DECLARANT and KENNETH N. ELLER, as Trustee, and BARCLAYSAMERICAN/MORTGAGE CORPORATION, with office in North Wilkesboro, North Carolina;

WITNESSETH:

THAT WHEREAS, the DECLARANT is the owner of the real property described in Article I hereof and is desirous of subjecting said real property to the Protective and Restrictive Covenants herein 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 of any owner thereof; and,

WHEREAS, KENNETH N. ELLER, Trustee, and BARCLAYSAMERICAN/MORTGAGE CORPORATION, owner and holder of the Deeds of Trust hereinafter referred to, wish to join in the execution of this DECLARATION for the purposes of subordinating the lien of that certain Deed of Trust from OMNI HOME BUILDERS, INC., to KENNETH N. ELLER, Trustee and BARCLAYSAMERICAN/MORTGAGE CORPORATION, and recorded in Book 864, Page 842, Onslow County Registry, to this instrument.

NOW, THEREFORE, OMNI HOME BUILDERS, INC., KENNETH N. ELLER, TRUSTEE, and BARCLAYSAMERICAN/MORTGAGE CORPORATION, hereby declare that the real property described and referred to in Article I hereof, is and shall be held, pledged, transferred, sold and conveyed subject to the Restrictive and Protective Covenants hereinbelow set forth, and KENNETH N. ELLER, Trustee, and BARCLAYSAMERICAN/MORTGAGE CORPORATION hereby declare that the lien of said Deed of Trust hereinabove referred to shall be and is subordinated to these Protective Covenants.

ARTICLE I

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

BEING all of those numbered Lots as shown on that certain Map entitled, "RAINTREE, SECTION V," which Map was prepared by Barden Lanier and Associates, and is recorded in Map Book 25, Page 149, Slide D-337, on June 22, 1988, Onslow County

BOOK 884 PAGE 846

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RESTRICTIVE COVENANTS

Registry, which Map and the data thereon contained is herein included by reference as though fully herein set out and is made a part hereof for a fuller and more accurate description.

ARTICLE II

LAND USE AND BUILDING TYPE: No numbered lot shall be used except for "single family residential purposes." A single family may consist of a single individual but shall not consist of units made up of a number of unrelated by blood or marriage individuals whether adults or minors under the care of others wherein there is provided family care for usually two or more unrelated persons. A single family residential unit shall not be used nor shall residential purposes as herein set out be defined as covering the following types of uses: fraternities, sororities, family care homes, boarding homes, or any type residence in which a person or persons' care is paid for by himself or herself or others. No structure shall be erected, placed, altered, or permitted to remain on any such lot other than one detached single family dwelling as defined above not to exceed two and one-half stories in height and such outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. All construction shall be custom-type construction built on the lot and no old building constructed elsewhere shall be moved onto the lot for residential or other purposes. No mobile homes, double wides or pre-manufactured homes or any unit requiring a Division of Motor Vehicles Certificate of Title shall be placed or constructed on any numbered lot in the subdivision hereinabove described. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

ARTICLE III

NATIVE GROWTH. The native growth of such premises shall not be permitted to be destroyed or removed except as necessary to erect structures, to construct driveways and other graveled areas, to provide solar access and a reasonable area surrounding buildings.

ARTICLE IV

EASEMENT RESERVATION. The Grantor reserves for itself as developer, its successors or assigns, in that capacity, an easement, 10 feet in width, 5 feet of each side of the side lot line of each numbered lot as herein in Article VIII determined that adjoin other numbered lots and 10 feet in width

BOOK 884 PAGE 847  
-3-

## RESTRICTIVE COVENANTS

along all streets and back lot lines, and right at any time in the future to grant a right-of-way under, over and along said easement 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 of all utilities including, electric power, gas, telephone service, Cable TV, drainage, or other utilities, including water and sewer service. Within these easements, no structure, fence, 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 change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

In addition to the above referred to easements, the easements shown on the above referred to Plat are specifically reserved for the purposes thereon set out, including specifically the 10 foot access easement as set out on the Plat on the dividing line between Lots 95 and 96 within the drainage and utility easements as shown on said Plat; said 10 foot access strip to be used jointly with others using said strip for the purposes herein and on said Map set out by Carolina Power & Light Company to the facilities and poles of Carolina Power and Light Company located within said strip.

## ARTICLE V

DWELLING, QUALITY AND SIZE The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 800 square feet for a one story dwelling, nor less than 700 square feet for a dwelling of more than one story.

## ARTICLE VI

BUILDING LOCATION. No building, dwelling or solar system shall be located on any numbered lot nearer to a front or side street than the minimum building line as shown on the recorded Plat hereinabove referred to. No residential building shall be located on any numbered lot nearer than 20 feet from the back lot line and no building shall be located nearer than 6 feet to the rear lot line or 8 feet to the side lot lines. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach

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RESTRICTIVE COVENANTS

upon another lot. An error of not more than 10 per cent in the location of a building on the lot with respect to the minimum setback lines or side or rear lot line setbacks shall not be considered a violation of this covenant.

ARTICLE VII

SOLAR ACCESS NEEDS. No property owner shall be allowed to erect any object or structure or plant additional trees, shrubs or other forms of vegetation to grow in a manner that would block or impede another property owner's solar collector or reflector or solar system from obtaining solar access needs. Native trees and vegetation already on the lot shall be maintained in such fashion as to give minimal hindrance to other's solar access needs. "Solar access needs" are defined as the requirements for clear and unobstructed access to solar rays for the operation of a solar system. This paragraph shall apply only to the solar system located with the setback lines as defined in Article VI above.

Prior to the erection of any object or structure on his property of a height of more than twenty (20) feet, other than a residence, which residence shall be located on the lot taking into consideration all building lines which pertain to the lot in question, the property owner shall notify the adjoining property owners and obtain their permission. Permission can only be refused on the ground that said object or structure intrudes upon a property owner's solar access needs as set forth above. In the event of disagreement, said dispute shall be submitted to arbitration under the Rules of the American Arbitration Association and the decision thereof shall be final.

In the event a property owner notifies an adjoining property owner that his trees, shrubs or other forms of vegetation are blocking or impeding said property owner's solar access needs, said adjoining property owner shall at his own expense remedy said intrusion upon the property owner's solar access needs within thirty (30) days. In the event of disagreement, said dispute shall be submitted to arbitration under the Rules of the American Arbitration Association and the decision thereof shall be final.

ARTICLE VIII

LOT AREA AND WIDTH. No numbered lot shall be subdivided for purposes

BOOK 884 PAGE 849

of construction except that a dwelling and its setback area may be built on one lot and a portion of another and the existing side lot line between the two said numbered lots be ignored, provided however, that the remainder of the lot divided shall be added to the adjacent lot and the dividing line between the divided lot shall be the new dividing line for purposes of setback of buildings as herein set out, unless the remaining portion of the lot from which a portion has been cut off is of a size sufficient in area to build a residence thereon. This shall be determined insofar as area is concerned as being of sufficient area to build on if said remaining portion of said lot is as large or larger than the smallest numbered lot in the above described and referred to subdivision and the dwelling placed thereon shall meet the minimum size requirement and be placed on the lot so as to meet the minimum building line setbacks and side and rear line setbacks as hereinabove set out in Article VI. All numbered lots on the above described plat may be built on insofar as area is concerned.

#### ARTICLE IX

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. No unused or junk cars or parts thereof shall be kept on any lot in said subdivision. No more than two cords of wood shall be stored on any lot and none shall be sold from said lot.

#### ARTICLE X

LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Goats, cows, horses and ponies shall not be considered household.

#### ARTICLE XI

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

#### ARTICLE XII

ERECTION OF FENCES. No fence shall be erected between the front building line and the street right-of-way line except decorative fences such as split-rail or picket not in excess of three feet in height.

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For purposes of this article a chain length fence even though not in excess of three foot in height shall not be considered a decorative fence. No fence shall be erected between the front building line of the main dwelling and the back lot line in excess of six feet in height. Where corner lots occur with adjacent lots sharing the same right-of-way line, no fence in excess of three feet in height shall be constructed along the right-of-way of the corner lots or nearer the right-of-way than the front building line of the adjacent lots.

#### ARTICLE XIII

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 parallel to the building line, one sign of not more than three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

#### ARTICLE XIV

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

#### ARTICLE XV

SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular sight area shown on the above referred to Map. No tree 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. This article shall be construed and interpreted according to Department of Motor Vehicles regulations and their rulings shall control.

#### ARTICLE XVI

TEMPORARY STRUCTURES. No structure of a temporary character, mobile home, trailer, prefabricated or modular home or any unit requiring a Division of Motor Vehicles Certificate of Title, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, mobile home

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camper or like vehicle shall be parked on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

#### ARTICLE XVII

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

#### ARTICLE XVIII

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 damage.

#### ARTICLE XIX

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

#### ARTICLE XX

ALTERATION, MODIFICATION OR CHANGE IN THESE RESTRICTIONS. These Restrictions as they apply to the numbered lots hereinabove described may be altered, modified or changed at any time as to said numbered lots hereinabove described by written document executed and recorded in the Onslow County Registry by the then owners of not less than 60 per cent of the numbered lots described in Article I above to which these restrictions apply. If the Declarant owns 60 per cent or more of the subdivided lots, the Declarant may alter, modify or change these covenants without consent of anyone.

#### ARTICLE XXI

STREET LIGHTING. The developer reserves the right to subject the real property in this Subdivision to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of each building.



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IN TESTIMONY WHEREOF, OMNI HOME BUILDERS, INC., has caused this Declaration to be signed in its corporate name by its President and attested by its Assistant Secretary and its corporate seal to be hereunto affixed, by authority of its Board of Directors duly given, and KENNETH N. ELLER has hereunto set his hand and seal as Trustee, and BARCLAYSAMERICAN/MORTGAGE CORPORATION has caused this Declaration to be signed in its corporate name by its Vice-President and attested by its Assistant Secretary and its corporate seal to be hereunto affixed, by authority of its Board of Directors duly given, all the day and year

First above written.

CORPORATE SEAL

ATTEST:

Nettie S. Batchelor  
Nettie S. Batchelor, Asst. Sec.

CORPORATE SEAL

ATTEST:

Arthur J. Baer  
Arthur J. Baer, Asst. Sec.

OMNI HOME BUILDERS, INC.

Raybourne Batchelor, Jr.  
BY: Raybourne Batchelor, Jr., Pres.

BARCLAYSAMERICAN/MORTGAGE CORPORATION

Kenneth N. Eller  
BY: Kenneth N. Eller, Vice-Pres.

Kenneth N. Eller (SEAL)  
Kenneth N. Eller, Trustee

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

I, Shirley W. Hancock, a Notary Public in and for said county and state do hereby certify that Raybourne Batchelor, Jr., personally came before me this day and acknowledged that he is President of OMNI HOME BUILDERS, INC., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by Nettie S. Batchelor, as its Assistant Secretary. Witness my hand and official stamp or seal, this the 8th day of July, 1988.

My Commission Expires:  
9-7-92

Shirley W. Hancock  
Notary Public

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, Donna H. Norris, a Notary Public in and for said county and State, do hereby certify that Kenneth N. Eller personally came before me this day and acknowledged that he is Vice-President of BARCLAYSAMERICAN/MORTGAGE CORPORATION, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Vice-President, sealed with its corporate seal and attested by Arthur J. Baer as its Assistant Secretary. Witness my hand and official stamp or seal, this the 5th day of July, 1988.

My Commission Expires:  
8-15-89

Donna H. Norris  
Notary Public

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STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, Donna H. Norris, a Notary public in and for said county and state, do hereby certify that KENNETH N. ELLER, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and official seal or stamp, this the 5th day of July, 1988.

My Commission Expires:  
8-15-88

Donna H. Norris  
Notary Public

NORTH CAROLINA, OSWEGO COUNTY  
The foregoing certificate(s) of \_\_\_\_\_

Donna H. Norris & Sheila W. Hancock

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 884 Page 845 This 8th day of July 19 88 A.D., at 11:01 o'clock A. M.  
Sheila W. Hancock By \_\_\_\_\_  
Register of Deeds, Oswego County Register of Deeds