

PREPARED BY: OMNI HOME BUILDERS, INC.

BOOK 1175 PAGE 340

DECLARATION OF RESTRICTIVE COVENANTS PH 2-39

NORTH CAROLINA
ONSLow COUNTY

THIS DECLARATION, made this 6th day of April, 1944, by OMNI HOME BUILDERS, INC., a North Carolina Corporation with principal office in Jacksonville, North Carolina, hereinafter called the "DECLARANT,";

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 insure 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:

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 VII" which map was prepared by Barden Lanier and Associates and is recorded in Map Book 30, Page 116, Slide G-304, 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 (2) 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

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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 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, ten (10) feet in width, five (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 ten (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 (1) story open porches and garages, shall be not less than 800 square feet for a one (1) story dwelling, nor less than 700 square feet for a dwelling of more than one (1) story.

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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 fifteen (15) feet from the back lot line and no building shall be located nearer than six (6) feet to the rear lot line or eight (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 ten (10) percent 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 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 size requirement and be placed on the lot so as to meet the minimum building line setbacks and side and rear line setbacks as herinabove 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, pigs, 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 (3) feet in height. For purposes of this article a chain link fence even though not in excess of three (3) feet in height shall not be considered a decorative fence. No fence shall be erected between the front building line of

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the main dwelling and back lot line in excess of six (6) feet in height. Where corner lots occur with adjacent lots sharing the same right-of-way line, no fence in excess of three (3) 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 (1) professional sign of not more than one (1) square foot parallel to the building line, one (1) sign of not more than three (3) 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 two (2) and six (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 the 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

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successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE 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 ways 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 sixty (60) percent of the numbered lots described in Article I above to which these restrictions apply. If the Declarant owns sixty (60) percent 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, all the day and year first above written.

CORPORATE SEAL
ATTEST

Sheila H. Troup
Sheila H. Troup; Asst. Sec.

OMNI HOME BUILDERS, INC.

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

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Susan D. Freestone, 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 Sheila H. Troup, as its Assistant Secretary. Witness my hand and official stamp or seal, this the 7th day of April, 1994.

My Commission Expires:

1-21-94



Susan D. Freestone
Notary Public

NORTH CAROLINA, Onslow County
The foregoing certificate(s) of

Susan D. Freestone

Notary (is) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1175 Page 340 This 11th day of April.

19 94 A.D. at 2:39 o'clock P M.

Mildred M. Howard By _____
Register of Deeds, Onslow County Register of Deeds

AK

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PREPARED BY: OMNI HOME BUILDERS, INC.

DECLARATION OF RESTRICTIVE CONVENANTS 1994 APR 15 AM 9:09

NORTH CAROLINA
ONSLOW COUNTY

THIS DECLARATION, made this 13th day of April, 1994, by OMNI HOME BUILDERS, INC., a North Carolina Corporation with principal office in Jacksonville, North Carolina, and OMNI HOMES, INC., a North Carolina Corporation with principal office in Jacksonville, North Carolina, hereinafter called the "DECLARANT,";

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 insure 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:

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 VII-A" which map was prepared by Barden Lanier and Associates and is recorded in Map Book 30, Page 117, Slide G-305, 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 (2) 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

For Amendment refer to Book 1225 Page 215 2-7-95

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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 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, ten (10) feet in width, five (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 ten (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 (1) story open porches and garages, shall be not less than 800 square feet for a one (1) story dwelling, nor less than 700 square feet for a dwelling of more than one (1) 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 fifteen (15) feet from the back lot line and no building shall be located nearer than six (6) feet to the rear lot line or eight (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 ten (10) percent 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.

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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 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 FOULTRY

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, pigs, 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 (3) feet in height. For purposes of this article a chain link fence even though not in excess of three (3) 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 back lot line in excess of six (6) feet in height. Where corner lots occur with adjacent lots sharing the same right-of-way line, no fence in excess of three (3) 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 (1) professional sign of not more than one (1) square foot parallel to the building line, one (1) sign of not more than three (3) 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 two (2) and six (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 the 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

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successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE 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 ways 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 sixty (60) percent of the numbered lots described in Article I above to which these restrictions apply. If the Declarant owns sixty (60) percent 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. and OMNI HOMES, INC. have caused this Declaration to be signed in its corporate names by its Presidents and attested by its Assistant Secretaries and its corporate seals 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.
CORPORATE SEAL
ATTEST
Sheila H. Troup
Sheila H. Troup; Asst. Sec.

OMNI HOME BUILDERS, INC.
BY: *Raybourne Batchelor, Jr.*
Raybourne Batchelor, Jr.; Pres.

OMNI HOMES, INC.
CORPORATE SEAL
ATTEST
Sheila H. Troup
Sheila H. Troup; Asst. Sec.

OMNI HOMES, INC.
BY: *Raybourne Batchelor, Jr.*
Raybourne Batchelor, Jr.; Pres.

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, _____, 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 Sheila H. Troup, as its Assistant Secretary. Witness my hand and official stamp or seal, this the 13th day of April, 1994.

My Commission Expires:
1-24-96

SUSAN D. FREESTONE
NOTARY PUBLIC
ONSLow COUNTY, NC

Susan D. Freestone
Notary Public

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STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, _____, 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 HOMES, 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 Sheila H. Troup, as its Assistant Secretary. Witness my hand and official stamp or seal, this the 13th day of April, 1994.

My Commission Expires

1-24-96



Susan D. Freestone
Notary Public

NORTH CAROLINA, Onslow County
The foregoing certificate(s) of

Susan D. Freestone

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1176 Page 207 This 15th day of April.

1994 A.D. at 9:09 o'clock A. M.

Mildred M. Donald
Registrar of Deeds, Onslow County

Registrar of Deeds

420
Lock

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AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS 1995 FEB -7 AM 8:58
RECORDED IN BOOK 1176, PAGE 207
ON SLOW COUNTY REGISTRY

NORTH CAROLINA
ON SLOW COUNTY

THIS DECLARATION, made this 2nd day of February, 1995, by B & O ENTERPRISES, INC., formerly OMNI HOME BUILDERS, INC., a North Carolina Corporation, with principal office in Jacksonville, North Carolina, hereinafter called the "DECLARANT,";

W I T N E S S E T H:

WHEREAS, the Declarant is the present owner of more than sixty (60%) percent of the lots described in Article I hereof and is desirous of amending the Restrictive Covenants recorded in Book 1176, Page 207, Onslow County Registry and 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 subsequent 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, the Declarant being a more than sixty (60%) owner of said lots as described in the above referred to Declaration of Restrictive Covenants in Article XX has the authority to alter, modify or change said covenants does hereby alter, modify or change said covenants with respect to Article V, leaving all other articles as originally recorded and herein repeated:

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 VII-A" which map was prepared by Barden Lanier and Associates and is recorded in Map Book 30, Page 117, Slide G-305, 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

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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 (2) 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 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, ten (10) feet in width, five (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 ten (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.

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ARTICLE V - DWELLING, QUALITY AND SIZE

The ground floor area of the main structure, exclusive of one (1) story open porches and garages, shall be not less than 800 square feet for a one (1) story dwelling nor less than 500 square feet for the 1st floor of a two or more story dwelling.

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 fifteen (15) feet from the back lot line and no building shall be located nearer than six (6) feet to the rear lot line or eight (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 ten (10) percent 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.

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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 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, pigs, 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.

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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 (3) feet in height. For purposes of this article a chain link fence even though not in excess of three (3) 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 back lot line in excess of six (6) feet in height. Where corner lots occur with adjacent lots sharing the same right-of-way line, no fence in excess of three (3) 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 (1) professional sign of not more than one (1) square foot parallel to the building line, one (1) sign of not more than three (3) 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 two (2) and six (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 the 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.

BOOK 1225 PAGE 220

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 (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE 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 ways 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 sixty (60) percent of the numbered lots described in Article I above to which these restrictions apply. If the Declarant owns sixty (60) percent 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, B & O ENTERPRISES, INC., formerly 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, all the day and year first above written.

CORPORATE SEAL
ATTEST

B & O ENTERPRISES, INC.
formerly OMNI HOME BUILDERS, INC.

Sheila H. Troup
Sheila H. Troup; Aast. Sec.



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

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Stephanie L. Henry, 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 B & O ENTERPRISES, INC., formerly 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 Sheila H. Troup, as its Assistant Secretary. Witness my hand and official stamp or seal, this the 7th day of February, 1995

My Commission Expires:

9-14-99



Stephanie L. Henry
Notary Public

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

Stephanie L. Henry

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1225 Page 215 This 7th day of February 1995 A.D. at 8:58 o'clock A. M.
Michael A. Rowal Register of Deeds

Handwritten initials/signature

BOOK 1292 PAGE 631

MAR 12 PM 2:28

DECLARATION OF RESTRICTIVE COVENANTS

**NORTH CAROLINA
ONSLow COUNTY**

THIS DECLARATION, made this 5th day of March, 1996, by DICKY WOOD, INC., a North Carolina Corporation with principal office in Jacksonville, North Carolina, hereinafter called the "DECLARANT,";

WITNESSETH:

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:

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, PHASE III SECTION I-A" which map was prepared by Barden Lanier and Associates and is recorded in Map Book 33, Page 85, Slide J-113, 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." 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 any other purposes. No mobile homes, double wides or premanufactured homes or any unit requiring a Division of Motor Vehicles

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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, and to provide 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, ten (10) feet in width, five (5) feet of each side of the side lot line of each numbered lot as herein in Article VII determined that adjoin other numbered lots and ten (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 (1) story open porches and garages, shall be not less than 800 square feet for a one (1) story dwelling, nor less than 500 square feet for the first floor of a two (2) or more story dwelling.

ARTICLE VI - BUILDING LOCATION

No building or dwelling 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 fifteen (15) feet from the back lot line and no building shall be located nearer than six (6) feet to the rear lot line or eight (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 ten (10) percent in the location of a building on the

BOOK 1292 PAGE 633

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 - 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 VIII - 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 acas shall be sold from said lot.

ARTICLE IX - LIVESTOCK AND POULTRY

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

ARTICLE X - 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 XI - 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 (3) feet in height. For purposes of this article a chain link fence even though not in excess of three (3) 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 back lot line in excess of six (6) feet in height.

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Where corner lots occur with adjacent lots sharing the same right-of-way line, no fence in excess of three (3) 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 XII - SIGNS

No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot parallel to the building line, one (1) sign of not more than three (3) 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 XIII - 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 XIV - SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between two (2) and six (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 the Department of Motor Vehicles regulations and their rulings shall control.

ARTICLE XV - 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 XVI - 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 (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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ARTICLE XVII - 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 XVIII - SEVERABILITY

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

ARTICLE XIX - 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 sixty (60) percent of the numbered lots described in Article I above to which these restrictions apply. If the Declarant owns sixty (60) percent or more of the subdivided lots, the Declarant may alter, modify or change these covenants without consent of anyone.

ARTICLE XX - 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.

IN TESTIMONY WHEREOF, DICKY WOOD, 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, all the day and year first above written.

CORPORATE SEAL
ATTEST

DICKY WOOD, INC.

Mary R. Wood, Secretary
Mary R. Wood, Secretary

By: *William B. Wood, President*
William B. Wood, President

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STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Sheila H. Troup, a Notary Public in and for said county and state do hereby certify that William B. Wood personally came before me this day and acknowledged that he is President of DICKY WOOD, 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 Mary R. Wood, as its Secretary. Witness my hand and official stamp or seal, this the 5th day of March, 1996.

My commission Expires:

11-9-97



Sheila H. Troup
Notary Public

1996 MAR 12 PM 2:28

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

Sheila H. Troup

Notary (ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1292 Page 631 This 12th day of March, 1996 at 2:28 o'clock P. M. By M. Howard Register of Deeds, Onslow County

18
Jisdale

BOOK 1319 PAGE 722

1996 AUG -6 PM 12: 12

DECLARATION OF RESTRICTIVE COVENANTS

**NORTH CAROLINA
ONSLow COUNTY**

THIS DECLARATION, made this 6th day of August, 1996 by SHEILA H. TROUP and husband, ALLEN L. TROUP hereinafter called the "DECLARANTS,";

WITNESSETH:

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:

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, PHASE III SECTION I-B" which map was prepared by Barden Lanier and Associates and is recorded in Map Book 33, Page 215, Slide J-242, 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." 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 any other purposes. No mobile homes, double wides or premanufactured homes or any unit requiring a Division of Motor Vehicles

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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, and to provide 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, ten (10) feet in width, five (5) feet of each side of the side lot line of each numbered lot as herein in Article VII determined that adjoin other numbered lots and ten (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 (1) story open porches and garages, shall be not less than 800 square feet for a one (1) story dwelling, nor less than 500 square feet for the first floor of a two (2) or more story dwelling.

ARTICLE VI - BUILDING LOCATION

No building or dwelling 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 fifteen (15) feet from the back lot line and no building shall be located nearer than six (6) feet to the rear lot line or eight (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 ten (10) percent 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 - 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 VIII - 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 IX - LIVESTOCK AND POULTRY

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

ARTICLE X - 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 XI - 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 (3) feet in height. For purposes of this article a chain link fence even though not in excess of three (3) 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 back lot line in excess of six (6) feet in height.

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Where corner lots occur with adjacent lots sharing the same right-of-way line, no fence in excess of three (3) 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 XII - SIGNS

No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot parallel to the building line, one (1) sign of not more than three (3) 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 XIII - 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 XIV - SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between two (2) and six (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 the Department of Motor Vehicles regulations and their rulings shall control.

ARTICLE XV - 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 XVI - 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 (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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ARTICLE XVII - 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 XVIII - SEVERABILITY

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

ARTICLE XIX - 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 sixty (60) percent of the numbered lots described in Article I above to which these restrictions apply. If the Declarant owns sixty (60) percent or more of the subdivided lots, the Declarant may alter, modify or change these covenants without consent of anyone.

ARTICLE XX - 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.

IN TESTIMONY WHEREOF, SHEILA H. TROUP and husband, ALLEN L. TROUP has caused this Declaration to be signed all the day and year first above written.

Sheila H. Troup
Sheila H. Troup

Allen L. Troup
Allen L. Troup

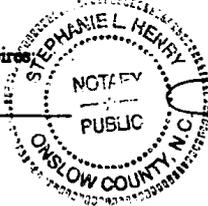
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STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Stephanie L. Henry, a Notary Public in and for said county and state do hereby certify that Sheila H. Troup and husband, Allen L. Troup personally came before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 16th day of August, 1996

My commission Expires

9-14-99



Stephanie L. Henry
Notary Public

NORTH CAROLINA, Onslow County
The foregoing certificate(s) of

Stephanie L. Henry

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 1319 Page 722 This 6th day of AUGUST
19 96 A.D. at 12:12 o'clock P. M.
Mildred M. Skonieczny Register of Deeds, Onslow County