

NORTH CAROLINA:

ONslow COUNTY:

THIS AMENDMENT TO DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 26<sup>th</sup> day of September, 1977, by MORTON FARMS, INC., a North Carolina corporation; and HAROLD C. MORTON and wife, GRACE MORTON, hereinafter called the "Declarants";

W I T N E S S E T H:

THAT WHEREAS, the Declarants are all of the owners of that certain real property described in Article II of that certain Declaration dated the 3rd day of May, 1976, and recorded in Book 477, Page 365, Onslow County Registry, which Declaration prescribes restrictive covenants for lots shown on a map designated "Rock Creek, Section II", Richlands Township, Onslow County, North Carolina, which map is recorded in Map Book 16, Page 31, Onslow County Registry; and

WHEREAS, each of the aforesaid owners of property in said subdivision are desirous of amending the said Declaration of Restrictive and Protective Covenants and have agreed that said Covenants should be amended and by this instrument do hereby amend said recorded Restrictive Covenants as hereinafter provided;

NOW, THEREFORE, the said Declarants hereby declare that the Declaration of Restrictive and Protective Covenants dated the 3rd day of May, 1976, and recorded in Book 477, Page 365, Onslow County Registry, is amended as follows:

1. Article III entitled "Architectural Control", is hereby deleted in its entirety.
2. Section I of Article IV entitled "Building and Use Limitations" is amended by rewriting said Section to read as follows:

"Section 1. All lots as described in Article II hereof shall be limited to RESIDENTIAL use. No building shall be erected, altered, placed or permitted to remain on any residential lot other than a one family dwelling and private

garages or out-buildings incidental thereto. All such private garages or out-buildings shall be constructed generally of the same materials as the main dwelling and of a design so as to be architecturally harmonious with the design of the main dwelling.

All dwellings must have a minimum enclosed living area of 1,600 square feet exclusive of open porches or attached garages. No structure of a temporary character, trailer, tent, shack, garage, barn or other out-building shall be occupied or stored on any residential lot or abutting street either temporarily or permanently. No building shall be located nearer to a street right of way than thirty (30) feet. No building shall be located nearer to a side property line than fifteen (15) feet. Provided, however, a 10% tolerance shall be allowed and structure varying from the size or setback limitations provided herein by 10% or less shall not be in violation of these covenants.

No sign or any kind of advertising device shall be displayed to the public view on any lot except one sign of not more than one (1) foot square with name and address of owner, other than a "for sale" sign by the owner or his agent of not more than three (3) square feet."

3. Section 3 of Article IV entitled "Building and Use Limitations" is hereby amended by deleting from the first sentence thereof the words "unto the Declarant for the purpose of conveying to public utility companies the necessary easements for" and inserting in lieu thereof the words "for public".

4. Section 1 of Article V entitled "General Provisions" is amended by rewriting said Section to read as follows:

"Section 1. The covenants and restrictions of this Declaration are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the owners of not less than sixty percent (60%) of the

subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the office of the Register of Deeds of Onslow County, North Carolina."

5. Section 3 of Article V entitled "General Provisions" is hereby amended by deleting therefrom the word "Declarant" and inserting in lieu thereof the words "Register of Deeds of Onslow County".

IN TESTIMONY WHEREOF, Morton Farms, Inc. has caused this instrument to be signed in its corporate name by its corporate officers and duly attested and has caused its corporate seal to be hereunto affixed, and Harold C. Morton and wife, Grace Morton, have hereunto set their hands and seals, all the day and year first above written.

ATTEST:



Harold C. Morton  
Secretary

MORTON FARMS, INC.

By: Harold C. Morton Pres.  
President

Harold C. Morton (SEAL)  
Harold C. Morton

Grace Morton (SEAL)  
Grace Morton

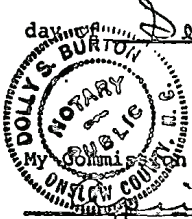
STATE OF NORTH CAROLINA:

COUNTY OF ONSLOW:

This 26<sup>th</sup> day of September, 1977, before me, Dolly S Burton, a Notary Public, personally came Harold C Morton, who, being duly sworn, says that he is President of Morton Farms, Inc. and that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that said writing was signed and sealed by him in behalf of the said corporation by its authority duly given and the said President acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal, this the 26<sup>th</sup>

day of September, 1977.



Dolly S Burton  
Notary Public

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NORTH CAROLINA:

ONSLow COUNTY:

I, Dolly S. Burton, a Notary Public in and for said county and state do hereby certify that HAROLD C. MORTON and GRACE MORTON personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 26<sup>th</sup> day of September, 1977.

Dolly S. Burton  
Notary Public

My Commission Expires: April 4-1981  


NORTH CAROLINA, ONSLOW COUNTY.

The foregoing certificates of Dolly S. Burton are certified to be correct. This instrument was presented for registration and recorded in this office in Book 511, Page 90.

This 27 day of Sept., 1977 at 2:28 o'clock P.M.

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

*Sandlin*

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NORTH CAROLINA

ONslow COUNTY

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 29<sup>th</sup> day of March, 1981, by MORTON FARMS, INC., a corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called "Declarant";

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with roads and streets; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community; and to this end desires to subject the real property described in Article II to the covenants, restrictions, and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, the Declarant declares that the real property described in Article II, shall be transferred, sold, conveyed and occupied subject to the covenants, restrictions, and easements (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "The Properties" shall mean and refer to all lands described herein, as are subject to this Declaration or any Supplemental Declaration, under the provisions of Article II hereof.

(b) "Original Lot" shall mean and refer to any plot of land shown upon any original recorded subdivision map of the Properties.

HAMILTON & SANDLIN  
ATTORNEYS AT LAW  
JACKSONVILLE, N. C.

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(c) "Owner" shall mean and refer to the legal or equitable owner whether one or more persons or entities holding any original lot, whether such ownership be in fee simple title or as land contract vendee, and shall not mean or refer to a mortgage.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located in Richlands Township, Onslow County, North Carolina, and more particularly described as follows:

Section III (Lots 1-34, as revised, of Rock Creek Subdivision, as shown on map or plat thereof, prepared by Atlantic Surveying Associates, dated February, 1981, and recorded in Map Book 21, Page 90 (Slide B-118), Onslow County Registry.

And being that same tract of land conveyed to Morton Farms, Inc., by Kavi Ezekiel Morton, Jr. and wife, Helene LoBell Morton, and Harold Cleo Morton and wife, Grace Morton Morton, by deed dated April 1981 and recorded in the Office of the Register of Deeds of Onslow County in Book 599, Page 272, Onslow County Registry.

ARTICLE III

BUILDING AND USE LIMITATIONS

Section 1. All lots as described in Article II hereof shall be limited to RESIDENTIAL use. No building shall be erected, altered, placed or permitted to remain on any residential lot other than a one family dwelling and private garages or out-buildings incidental thereto.

All dwellings must have a minimum enclosed living area of 1,600 square feet, however a 10% variance is allowed, exclusive of open porches or attached garages. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be occupied or stored on any residential lot or abutting street either temporarily or permanently.

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum setback lines shown on the recorded plat. No building shall be located any closer to a side or rear property line than twelve (12) feet. For the purposes of this covenant, eaves, steps and open

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porches shall not be 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 building lines and side and rear setback lines shall not be considered a violation of this covenant.

No sign or any kind of advertising device shall be displayed to the public view on any lot except one sign of not more than one (1) foot square with name and address of owner, other than a "for sale" sign by the owner or his agent of not more than three (3) square feet.

Section 2. 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 animals, livestock or poultry of any kind shall be raised or kept on any lot except dogs, cats or other household pets, provided that they shall not be so maintained for any commercial purpose.

Trash, garbage or any other waste material shall be kept in sanitary containers. Equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All fuel tanks shall be underground or adequately concealed. All structures intended for occupancy must be equipped with inside plumbing facilities. All sanitary plumbing, septic tanks, wells, and disposal of waste, shall conform with the minimum requirements of and be approved by the Health Department of Onslow County, North Carolina.

Section 3. Easements are reserved unto the Declarant for the purpose of conveying to public utility companies the necessary easements for utilities along the front, side, and rear lines of all lots in the subdivision for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephones and other public and quasipublic utilities and drainage and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with

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right of ingress to and egress from and across said premises to employees of said utilities.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

No fence, wall, hedge or shrub planting which obstructs sight distance lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area as shown by the typical sight distance at the street intersections as shown on the recorded plat. Nothing shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 4. There will be no fences on side lines nearer to the streets than a line measured parallel to the rear wall of the dwelling, or nearer to the side line than a line measured parallel to the side wall of the dwelling or nearer to the back line than 30 feet where the lot adjoins the property of the Rock Creek Golf Course. However, a decorative fence of complimentary architectural design may be located nearer to side and front lines than described above, except that no fence shall be located any nearer to a side or rear property line than six (6) inches or nearer to the back line than thirty (30) feet where the lot adjoins the property of the Rock Creek Golf Course, or nearer to the front line than the minimum building lines as shown on the recorded plat.

All owners and occupants of any lot abutting on the Golf Course, shall extend to any and all golfers lawfully using the Golf



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Courses the courtesy of allowing such golfers to retrieve any and all errant golf balls which shall land on any lot in the subdivision, provided such golf balls can be recovered without damaging any flowers, shrubbery or the property in general of the owner of any such lot.

Section 5. No lot as shown by the recorded map of the above lots shall be re-subdivided unless such part of the subdivided lot becomes a part of a whole lot, and the remainder of the subdivided lot becomes a part of another whole lot.

Section 6. The purpose of the foregoing Building and Use Limitations is to insure the use of the properties for attractive residential uses, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desirability of the community and thereby secure to each owner the full benefits and enjoyments to his home with no greater restrictions upon the free and undisturbed use of his property than are necessary to insure the same advantages to other owners.

#### ARTICLE IV

##### GENERAL PROVISIONS

Section 1. The covenants and restrictions of this Declaration are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarants or their successors in title and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarants own sixty percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

Section 2. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty

years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then owners of sixty percent (60%) of the subdivided lots has been recorded, agreeing to change said Covenants and Restrictions in whole or in part.

Section 3. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as an owner on the records of the Declarant at the time of such mailing.

Section 4. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and failure by the Declarant or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, MORTON FARMS, INC., has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, its common corporate seal affixed hereto, all as the act and deed of the said corporation and by authority of its Board of Directors duly and legally given, this day and year first above written.

MORTON FARMS, INC.

By: Harold C. Morton  
Harold C. Morton, President



Karl E. Morton, Jr.  
Karl Ezekiel Morton, Jr.  
Secretary

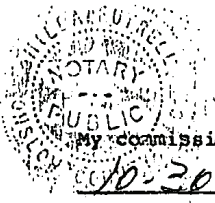
HAMILTON & SANDLIN  
ATTORNEYS AT LAW  
JACKSONVILLE, N. C.

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STATE OF NORTH CAROLINA, COUNTY OF ONSLOW

This 29<sup>th</sup> day of March, 1981, personally came before me,  
 • Kavi E. Morton Jr., a Notary Public in and for  
 Onslow County, State of North Carolina, Kavi E. Morton, Jr., who,  
 being by my duly sworn, says that he knows the common seal of  
 Morton Farms, Inc., and is acquainted with Harold C. Morton, who is  
 the President of said corporation, and that he, the said Kavi E.  
 Morton, Jr., is the Secretary of the said corporation, and saw the  
 said President sign the foregoing instrument, and that he, the  
 said Kavi E. Morton, Jr., Secretary as aforesaid, affixed seal to  
 said instrument, and that he, the said Kavi E. Morton, Jr., signed  
 his name in attestation of the execution of said instrument in the  
 presence of said President of said corporation, all by order of the  
 Board of Directors of said corporation, and that said instrument  
 is the act and deed of said corporation.

Witness my hand and notarial seal this the 29<sup>th</sup> day of  
<sup>April</sup>~~March~~, 1981.



Hilda Futrell  
 Notary Public

STATE OF NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Hilda Futrell  
 is certified to be correct. This instrument was  
 presented for registration this day and hour and duly recorded in  
 the office of the Register of Deeds of Onslow County, N.C. in  
 Book 600, Page 160.

This 19 day of ~~March~~<sup>May</sup> A.D., 1981, at 2:24 o'clock  
 P.M.

Michael M. Thomas  
 Register of Deeds

HAMILTON & SANDLIN  
 ATTORNEYS AT LAW  
 JACKSONVILLE, N. C.

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NORTH CAROLINA

ONSLow COUNTY

COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 3rd day of March, 1984, by MORTON FARMS, INC., a corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called "Declarant";

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with roads and streets; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community; and to this end desires to subject the real property described in Article II to the covenants, restrictions, and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, the Declarant declares that the real property described in Article II, shall be transferred, sold, conveyed and occupied subject to the covenants, restrictions, and easements (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "The Properties" shall mean and refer to all lands

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described herein, as are subject to this Declaration or any Supplemental Declaration, under the provisions of Article II hereof.

(b) "Original Lot" shall mean and refer to any plot of land shown upon any original recorded subdivision map of the Properties.

(c) "Owner" shall mean and refer to the legal or equitable owner whether one or more persons or entities holding any original lot, whether such ownership be in fee simple title or as land contract vendee, and shall not mean or refer to a mortgage.

#### ARTICLE II

##### PROPERTY SUBJECT TO THIS DECLARATION

Section III-A (Lots 1-4) of Rock Creek Subdivision as shown on map or plat thereof, prepared by Atlantic Surveying Associates, dated February 24, 1984 and recorded in Map Book 22, Page 80 (Slide \_\_\_\_), of the Onslow County Registry.

And being that same tract of land conveyed to Morton Farms, Inc., by Harold C. Morton and wife, Grace M. Morton and Kavi E. Morton, Jr. and wife Helene L. Morton by deed recorded in the Office of the Register of Deeds of Onslow County in Book 685, Page 410.

#### ARTICLE III

##### BUILDING AND USE LIMITATIONS

Section 1. All lots as described in Article II hereof shall be limited to RESIDENTIAL use. No building shall be erected, altered, placed or permitted to remain on any residential lot other than a one family dwelling and private garages or out buildings incidental thereto.

All dwellings must have a minimum enclosed living area of

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1,600 square feet, however a 10% variance is allowed, exclusive of open porches or attached garages. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be occupied or stored on any residential lot or abutting street either temporarily or permanently.

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum set back lines shown on the recorded plat. No building shall be located any closer to a side or rear property line than twelve (12) feet. For the purposes of this covenant, eaves, steps and open porches shall not be 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 building lines and side and rear setback lines shall not be considered a violation of this covenant.

No sign or any kind of advertising device shall be displayed to the public view on any lot except one sign of not more than one (1) foot square with name and address of owner, other than a "for sale" sign by the owner or his agent of not more than three (3) square feet.

Section 2. 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 animals, livestock or poultry of any kind shall be raised or kept on any lot except dogs, cats or other household pets, provided that they shall not be so maintained

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for any commercial purpose.

Trash, garbage or any other waste material shall be kept in sanitary containers. Equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All fuel tanks shall be underground or adequately concealed. All structures intended for occupancy must be equipped with inside plumbing facilities. All sanitary plumbing, septic tanks, wells, and disposal of waste, shall conform with the minimum requirements of and be approved by the Health Department of Onslow County, North Carolina.

Section 3. Easements are reserved unto the Declarant for the purpose of conveying to public utility companies the necessary easements for utilities along the front, side, and rear lines of all lots in the subdivision for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephones and other public and quasipublic utilities and drainage and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from and across said premises to employees of said utilities.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained

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continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

No fence, wall, hedge or shrub planting which obstructs sight distance lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area as shown by the typical sight distance at the street intersections as shown on the recorded plat. Nothing shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 4. There will be no fences on side lines nearer to the streets than a line measured parallel to the rear wall of the dwelling, or nearer to the side line than a line measured parallel to the side wall of the dwelling or nearer to the back line than 30 feet where the lot adjoins the property of the Rock Creek Golf Course. However, a decorative fence of complimentary architectural design may be located nearer to side and front lines than described above, except that no fence shall be located any nearer to a side or rear property line than six (6) inches or nearer to the back line than thirty (30) feet where the lot adjoins the property of Rock Creek Golf Course, or nearer to the front line than the minimum building lines as shown on the recorded plat.

All owners and occupants of any lot abutting on the Golf Course shall extend to any and all golfers lawfully using the Golf Course the courtesy of allowing such golfers to retrieve any and all errant golf balls which shall land on any lot in



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the subdivision, provided such golf balls can be recovered without damaging any flowers, shrubbery or the property in general of the owner of any such lot.

Section 5. No lot as shown by the recorded map of the above lots shall be re-subdivided unless such part of the subdivided lot becomes a part of a whole lot, and the remainder of the subdivided lot becomes a part of another whole lot.

Section 6. The purpose of the foregoing Building and Use Limitations is to insure the use of the properties for attractive residential uses, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desirability of the community and thereby secure to each owner the full benefits and enjoyments to his home with no greater restrictions upon the free and undisturbed use of his property than are necessary to insure the same advantages to other owners.

#### ARTICLE IV

##### GENERAL PROVISIONS

Section 1. The covenants and restrictions of this Declaration are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarants or their successors in title and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, as recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarants own sixty percent (60%) or more of the subdivided lots, the

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Declarants may alter or amend these covenants without consent of anyone.

Section 2. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then owners of sixty percent (60%) of the subdivided lots has been recorded, agreeing to change said Covenants and Restrictions in whole or in part.

Section 3. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as an owner on the records of the Declarant at the time of such mailing.

Section 4. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and failure by the Declarant or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise

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affect any other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, MORTON FARMS, INC., has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, its common corporate seal affixed hereto, all as the act and deed of the said corporation and by authority of its Board of Directors duly and legally given, the day and year first above written.

MORTON FARMS, INC. by:

Harold C. Morton  
Harold C. Morton, President



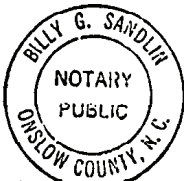
Kavi E. Morton, Jr.  
Kavi E. Morton, Jr.  
Secretary

NORTH CAROLINA  
ONslow COUNTY

I, Billy G. Sandlin, a notary public do hereby certify that Kavi E. Morton, Jr. personally came before me this day and acknowledged that he is Secretary of Morton Farms, Inc. 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 himself as its Secretary.

Witness my hand and official seal this the 28<sup>th</sup> day of March, 1984.

Billy G. Sandlin N.P. (Seal)  
My commission expires Jan. 31, 1989.



NORTH CAROLINA, ONslow COUNTY.

The foregoing certificate of Billy G. Sandlin is certified to be correct. This instrument was presented for registration and recorded in this office in Book 689, Page 192.

This 3 day of April, 19 84 at 11:09 o'clock AM.

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

Prepared by Billy Sanderson BOOK 779 PAGE 418

NORTH CAROLINA

ONslow COUNTY

COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 30<sup>th</sup> day of April, 1986, by MORTON FARMS, INC., a corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called "Declarant";

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with roads and streets; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community; and to this end desires to subject the real property described in Article II to the covenants, restrictions, and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, the Declarant declares that the real property described in Article II, shall be transferred, sold, conveyed and occupied subject to the covenants, restrictions, and easements (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "The Properties" shall mean and refer to all lands

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described herein, as are subject to this Declaration or any Supplemental Declaration, under the provisions of Article II hereof.

(b) "Original Lot" shall mean and refer to any plot of land shown upon any original recorded subdivision map of the Properties.

(c) "Owner" shall mean and refer to the legal or equitable owner whether one or more persons or entities holding any original lot, whether such ownership be in fee simple title or as land contract vendee, and shall not mean or refer to a mortgage.

#### ARTICLE II

##### PROPERTY SUBJECT TO THIS DECLARATION

Section IV (Lots 1-23) of Rock Creek Subdivision as shown on map or plat thereof, prepared by Atlantic Surveying Associates, dated May 3, 1985 and recorded in Map Book 23, Page 160 (Slide \_\_\_\_\_), of the Onslow County Registry.

And being that same tract of land conveyed to Morton Farms, Inc., by Harold C. Morton and wife, Grace M. Morton and Kavi E. Morton, Jr. and wife Helene L. Morton by deed recorded in the Office of the Register of Deeds of Onslow County in Book \_\_\_\_\_, Page \_\_\_\_\_.

#### ARTICLE III

##### BUILDING AND USE LIMITATIONS

Section 1. All lots as described in Article II hereof shall be limited to RESIDENTIAL use. No building shall be erected, altered, placed or permitted to remain on any residential lot other than a one family dwelling and private garages or out buildings incidental thereto.

All dwellings must have a minimum enclosed living area of 1,600 square feet, however a 10% variance is allowed, exclusive of

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open porches or attached garages. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be occupied or stored on any residential lot or abutting street either temporarily or permanently.

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum set back lines shown on the recorded plat. No building shall be located any closer to a side or rear property line than twelve (12) feet. For the purposes of this covenant, eaves, steps and open porches shall not be 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 building lines and side and rear setback lines shall not be considered a violation of this covenant.

No sign or any kind of advertising device shall be displayed to the public view on any lot except one sign of not more than one (1) foot square with name and address of owner, other than a "for sale" sign by the owner or his agent of not more than three (3) square feet.

Section 2. 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 animals, livestock or poultry of any kind shall be raised or kept on any lot except dogs, cats or other household pets, provided that they shall not be so maintained for any commercial purpose.

Trash, garbage or any other waste material shall be kept in sanitary containers. Equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

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All fuel tanks shall be underground or adequately concealed. All structures intended for occupancy must be equipped with inside plumbing facilities. All sanitary plumbing, septic tanks, wells, and disposal of waste, shall conform with the minimum requirements of and be approved by the Health Department of Onslow County, North Carolina.

Section 3. Easements are reserved unto the Declarant for the purpose of conveying to public utility companies the necessary easements for utilities along the front, side, and rear lines of all lots in the subdivision for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephones and other public and quasipublic utilities and drainage and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from and across said premises to employees of said utilities.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

No fence, wall, hedge or shrub planting which obstructs sight distance lines at elevations between two and six feet above the

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roadways shall be placed or permitted to remain on any corner lot within the triangular area as shown by the typical sight distance at the street intersections as shown on the recorded plat. Nothing shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 4. There will be no fences on side lines nearer to the streets than a line measured parallel to the rear wall of the dwelling, or nearer to the side line than a line measured parallel to the side wall of the dwelling or nearer to the back line than 30 feet where the lot adjoins the property of the Rock Creek Golf Course. However, a decorative fence of complimentary architectural design may be located nearer to side and front lines than described above, except that no fence shall be located any nearer to a side or rear property line than Six (6) inches or nearer to the back line than thirty (30) feet where the lot adjoins the property of Rock Creek Golf Course, or nearer to the front line than the minimum building lines as shown on the recorded plat.

All owners and occupants of any lot abutting on the Golf Course shall extend to any and all golfers lawfully using the Golf Course the courtesy of allowing such golfers to retrieve any and all errant golf balls which shall land on any lot in the subdivision, provided such golf balls can be recovered without damaging any flowers, shrubbery or the property in general of the owner of any such lot.

Section 5. No lot as shown by the recorded map of the above lots shall be re-subdivided unless such part of the subdivided lot becomes a part of a whole lot, and the remainder of the subdivided



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lot becomes a part of another whole lot.

Section 6. The purpose of the foregoing Building and Use Limitations is to insure the use of the properties for attractive residential uses, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desirability of the community and thereby secure to each owner the full benefits and enjoyments to his home with no greater restrictions than the free and undisturbed use of his property than are necessary to insure the same advantages to other owners.

ARTICLE IV  
GENERAL PROVISIONS

Section 1. Sewer Disposal and Treatment. Each and every home built upon the lots described herein shall use the facilities provided by Rock Creek Environmental Utility Company, a public utility, for sewer disposal and treatment. No private sewer disposal or treatment systems shall be allowed on any lot. Monthly and original attachment fees for this service shall be in an amount as provided for and set by the North Carolina Utility Commission which fees each home owner shall pay to Rock Creek Environmental Utility Company or its assigns. An easement is hereby reserved by the Declarants to go in upon each lot for the purpose of servicing and maintaining said sewer system.

Section 2. Underground Wiring and Street Lights. Declarant, or its assigns, reserves the right to subject the real property described herein to a contract with Jones-Onslow EMC 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 Jones-Onslow EMC by the owner of each home.

Section 3. The covenants and restrictions of this Declaration are subject to being altered, modified, cancelled or

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changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarants or their successors in title and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, as recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarants own sixty percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

Section 4. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument, signed by the then owners of sixty percent (60%) of the subdivided lots has been recorded, agreeing to change said Covenants and Restrictions in whole or in part.

Section 5. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as an owner on the records of the Declarant at the time of such mailing.

Section 6. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages,

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and failure by the Declarant or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, MORTON FARMS, INC., has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, its common corporate seal affixed hereto, all as the act and deed of the said corporation and by authority of its Board of Directors duly and legally given, the day and year first above written.

MORTON FARMS, INC. by:  
*Harold C. Morton*  
Harold C. Morton, President



*Kavi E. Morton, Jr.*  
Kavi E. Morton, Jr.  
Secretary

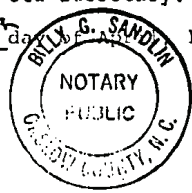
NORTH CAROLINA  
ONslow COUNTY

I, Billy G. Sandlin, a notary public do hereby certify that Kavi E. Morton, Jr. personally came before me this day and acknowledged that he is Secretary of Morton Farms, Inc. 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 himself as its Secretary.

Witness my hand and official seal this the 30<sup>th</sup> day of May 1986.

*Billy G. Sandlin* N.P. (Seal)

My commission expires Jan. 31, 1989.



NORTH CAROLINA, ONSLOW COUNTY.

The foregoing certificate of Billy G. Sandlin is/are certified to be correct. This instrument was presented for registration and recorded in this office in Book 779, Page 418.

This 19th day of May, 19 86 at 3:13 o'clock P. M.

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

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→ Prepared By Billy G. Sandlin

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NORTH CAROLINA

ONSLOW COUNTY

COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 9<sup>th</sup> day of July, 1986, by MORTON FARMS, INC., a corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called "Declarant";

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with roads and streets; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community; and to this end desires to subject the real property described in Article II to the covenants, restrictions, and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, the Declarant declares that the real property described in Article II, shall be transferred, sold, conveyed and occupied subject to the covenants, restrictions, and easements (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

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(a) "The Properties" shall mean and refer to all lands described herein, as are subject to this Declaration or any Supplemental Declaration, under the provisions of Article II hereof.

(b) "Original Lot" shall mean and refer to any plot of land shown upon any original recorded subdivision map of the Properties.

(c) "Owner" shall mean and refer to the legal or equitable owner whether one or more persons or entities holding any original lot, whether such ownership be in fee simple title or as land contract vendee, and shall not mean or refer to a mortgage.

#### ARTICLE II

##### PROPERTY SUBJECT TO THIS DECLARATION

Section IV (Lots 1-23) of Rock Creek Subdivision as shown on map or plat thereof, prepared by Atlantic Surveying Associates, dated May 3, 1985 with lots 1 through 8 revised June 24, 1986 and recorded in Map Book 23, Page 224 (Slide 332), of the Onslow County Registry.

And being that same tract of land conveyed to Morton Farms, Inc., by Harold C. Morton and wife, Grace M. Morton and Kavi E. Morton, Jr. and wife Helene L. Morton by deed recorded in the Office of the Register of Deeds of Onslow County in Book 771, Page 801 and corrected in Book 787, Page 613.

#### ARTICLE III

##### BUILDING AND USE LIMITATIONS

Section 1. All lots as described in Article II hereof shall be limited to RESIDENTIAL use. No building shall be erected, altered, placed or permitted to remain on any residential lot other than a one family dwelling and private garages or out buildings incidental thereto.

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All dwellings must have a minimum enclosed living area of 1,600 square feet, however a 10% variance is allowed, exclusive of open porches or attached garages. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be occupied or stored on any residential lot or abutting street either temporarily or permanently.

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum set back lines shown on the recorded plat. No building shall be located any closer to a side or rear property line than twelve (12) feet. For the purposes of this covenant, eaves, steps and open porches shall not be 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 building lines and side and rear setback lines shall not be considered a violation of this covenant.

No sign or any kind of advertising device shall be displayed to the public view on any lot except one sign of not more than one (1) foot square with name and address of owner, other than a "for sale" sign by the owner or his agent of not more than three (3) square feet.

Section 2. 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 animals, livestock or poultry of any kind shall be raised or kept on any lot except dogs, cats or other household pets, provided that they shall not be so maintained for any commercial purpose.

Trash, garbage or any other waste material shall be kept in

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sanitary containers. Equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All fuel tanks shall be underground or adequately concealed. All structures intended for occupancy must be equipped with inside plumbing facilities. All sanitary plumbing, septic tanks, wells, and disposal of waste, shall conform with the minimum requirements of and be approved by the Health Department of Onslow County, North Carolina.

Section 3. Easements are reserved unto the Declarant for the purpose of conveying to public utility companies the necessary easements for utilities along the front, side, and rear lines of all lots in the subdivision for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephones and other public and quasipublic utilities and drainage and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from and across said premises to employees of said utilities.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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No fence, wall, hedge or shrub planting which obstructs sight distance lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area as shown by the typical sight distance at the street intersections as shown on the recorded plat. Nothing shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 4. There will be no fences on side lines nearer to the streets than a line measured parallel to the rear wall of the dwelling, or nearer to the side line than a line measured parallel to the side wall of the dwelling or nearer to the back line than 30 feet where the lot adjoins the property of the Rock Creek Golf Course. However, a decorative fence of complimentary architectural design may be located nearer to side and front lines than described above, except that no fence shall be located any nearer to a side or rear property line than Six (6) inches or nearer to the back line than thirty (30) feet where the lot adjoins the property of Rock Creek Golf Course, or nearer to the front line than the minimum building lines as shown on the recorded plat.

All owners and occupants of any lot abutting on the Golf Course shall extend to any and all golfers lawfully using the Golf Course the courtesy of allowing such golfers to retrieve any and all errant golf balls which shall land on any lot in the subdivision, provided such golf balls can be recovered without damaging any flowers, shrubbery or the property in general of the owner of any such lot.

Section 5. No lot as shown by the recorded map of the above



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lots shall be re-subdivided unless such part of the subdivided lot becomes a part of a whole lot, and the remainder of the subdivided lot becomes a part of another whole lot.

Section 6. The purpose of the foregoing Building and Use Limitations is to insure the use of the properties for attractive residential uses, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desirability of the community and thereby secure to each owner the full benefits and enjoyments to his home with no greater restrictions upon the free and undisturbed use of his property than are necessary to insure the same advantages to other owners.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Sewer Disposal and Treatment. Each and every home built upon the lots described herein shall use the facilities provided by Rock Creek Environmental Utility Company, a public utility, for sewer disposal and treatment. No private sewer disposal or treatment systems shall be allowed on any lot. Monthly and original attachment fees for this service shall be in an amount as provided for and set by the North Carolina Utility Commission which fees each home owner shall pay to Rock Creek Environmental Utility Company or its assigns. An easement is hereby reserved by the Declarants to go in upon each lot for the purpose of servicing and maintaining said sewer system.

Section 2. Underground Wiring and Street Lights. Declarant, or its assigns, reserves the right to subject the real property described herein to a contract with Jones-Onslow EMC for the installation of underground electric cables and/or the installation of street lighting, either or both of which may

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require an initial payment and/or a continuing monthly payment to Jones-Onslow EMC by the owner of each home.

Section 3. The covenants and restrictions of this Declaration are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarants or their successors in title and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, as recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarants own sixty percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

Section 4. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then owners of sixty percent (60%) of the subdivided lots has been recorded, agreeing to change said Covenants and Restrictions in whole or in part.

Section 5. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as an owner on the records of the Declarant at the time of such mailing.

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Section 6. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and failure by the Declarant or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, MORTON FARMS, INC., has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, its common corporate seal affixed hereto, all as the act and deed of the said corporation and by authority of its Board of Directors duly and legally given, the day and year first above written.

MORTON FARMS, INC. by:  
Harold C. Morton  
Harold C. Morton, President



Attest:  
Kavi E. Morton, Jr.  
Kavi E. Morton, Jr.  
Secretary

NORTH CAROLINA

ONSLow COUNTY

I, Billy G. Sandlin, a notary public do hereby certify that Kavi E. Morton, Jr. personally came before me this day and acknowledged that he is Secretary of Morton Farms, Inc. and that, by authority duly given and as the act of the Corporation, the foregoing

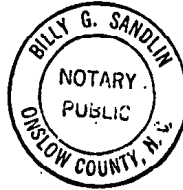
BOOK 787 PAGE 624

instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and official seal this the 9<sup>th</sup> day of July, 1986.

Billy G. Sandlin N.P. (Seal)

My commission expires Jan. 31, 1989.



NORTH CAROLINA, ONSLOW COUNTY  
The foregoing certificate(s) of Billy G. Sandlin  
Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in  
Book 787 Page 616 This 10th day of July  
19 86 A.D. at 11:10 o'clock A.M.  
Mildred M. Thomas By \_\_\_\_\_  
Register of Deeds, Onslow County Register of Deeds