

*B. ...*

BOOK 981 PAGE 390

'90 NOV 14 AM 10 23

NORTH CAROLINA

ONSLow COUNTY

COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 9<sup>th</sup> day of November, 1990, by HAROLD C. MORTON, GRACE M. MORTON, KAVI E. MORTON, JR., and HELENE L. MORTON, hereinafter called "Declarant";

WITNESSETH:

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.

(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

BEING all of Lots 1 through 76 inclusive, ROCK CREEK VI, as per Map recorded in Map Book 27, Pages 87 and 87-A (Slide E-355 ), Onslow County Registry, reference to which Map is hereby made for a fuller and more exact description.

BOOK 981 PAGE 391

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. Provided, however, the Declarant shall have the right and privilege to use homes built by it as model homes from which to conduct sales operations of the remaining homes of The Properties.

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 ten (10) feet; provided further, that no building shall be located any closer to said property line than thirty (30) feet when said property line adjoins the golf course. 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 junk cars, that is cars not in use, or any other kind of trash shall be allowed to accumulate or remain on The Properties. 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

BOOK 981 PAGE 392

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 and side 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 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 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

BOOK 981 PAGE 393

Section 1. No more than 10,047.09 square feet of any lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials. This covenant is intended to insure continued compliance with stormwater runoff rules adopted by the State of North Carolina and therefore benefits may be enforced by the State of North Carolina.

Section 2. 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 3. 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 4. Any radio or television satellite receiving dish shall be located in the rear of the dwelling on any lot and no closer than 30 feet to the property line.

Section 5. 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 6. 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 7. 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 8. 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

BOOK 981 PAGE 394

the right to do so thereafter.

Section 9. 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, Declarant, has executed this instrument the day and year first above written.

Harold C. Morton (Seal)  
Harold C. Morton

Grace M. Morton (Seal)  
Grace M. Morton

Kavi E. Morton, Jr. (Seal)  
Kavi E. Morton, Jr.

Helene L. Morton (Seal)  
Helene L. Morton

NORTH CAROLINA  
ONSLow COUNTY

I, a Notary Public of the County and State aforesaid, certify that Harold C. Morton, Grace M. Morton, Kavi E. Morton, Jr. and Helene L. Morton personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 9<sup>th</sup> day of November, 1990.

Billy G. Sandlin Notary Public  
My commission expires 1-31-94



NORTH CAROLINA, Onslow County      Billy G. Sandlin  
The foregoing certificate(s) of \_\_\_\_\_

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 981 Page 390 This 14 day of November 1990 A.D. at 10:23 AM o'clock A. M.  
Billy G. Sandlin By \_\_\_\_\_  
Register of Deeds Register of Deeds

B. Sample

10

BOOK 1155 PAGE 606

1994 JAN -4 AM 11: 58

NORTH CAROLINA

ONSLow COUNTY

AMENDMENT COVENANTS

THIS DECLARATION OF AMENDMENT TO RESTRICTIVE AND PROTECTIVE COVENANTS, made this 2 day of January, 1994, 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" and HAROLD C. MORTON, GRACE M. MORTON, KAVI E. MORTON, JR. and HELENE MORTON who join in this conveyance in order to subordinate the terms of that certain Deed of Trust recorded in Book 864, Page 303 of the Onslow County Registry to the provisions hereof;

W I T N E S S E T H :

WHEREAS, Declarant is the owner of more than sixty (60%) percent of the real property (lots) described in Article II of the Restrictive and Protective Covenants recorded in Book 917, Page 890 of the Onslow County Registry and desires to amend said Restrictive and Protective Covenants said amendment being allowed therein;

NOW THEREFORE, said Restrictive and Protective Covenants recorded in Book 917, Page 890 of the Onslow County Registry are amended by deleting the reservation of a 10' drainage and utility easement along the side of each lot. Said reservation is hereby declared null and void.

EXCEPT as herein amended said Covenants are to continue in full force and effect.

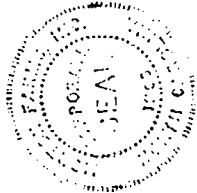
IN TESTIMONY WHEREOF, MORTON FARMS, INC., has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, its common corporate seal affixed hereto, all as the act and deed of the said corporation and by authority of its Board of Directors duly and legally given, the day and year first above written and HAROLD C. MORTON, GRACE M. MORTON, KAVI E. MORTON, JR. and HELENE MORTON have set their hands and seals.

MORTON FARMS, INC. by:

Harold C. Morton  
Harold C. Morton, President

Attest:

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



Harold C. Morton (Seal)  
HAROLD C. MORTON

BOOK 1155 PAGE 607

Grace M. Morton (Seal)  
GRACE M. MORTON

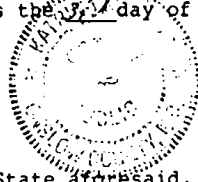
Kavi E. Morton, Jr. (Seal)  
KAVI E. MORTON, JR.

Helene Morton (Seal)  
HELENE MORTON

NORTH CAROLINA  
ONSLOW COUNTY

I, 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 3rd day of January, 1994.

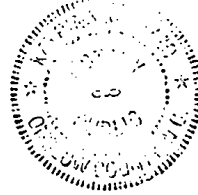
Katrina M. Pizzo N.P. (Seal)  
My commission expires 01-14-96



NORTH CAROLINA  
ONSLOW COUNTY

I, a Notary Public of the County and State aforesaid, certify that HAROLD C. MORTON, GRACE M. MORTON, KAVI E. MORTON, JR. and HELENE MORTON personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 3rd day of January, 1994.

Katrina M. Pizzo Notary Public  
My commission expires 01-14-96



NORTH CAROLINA, ONSLOW COUNTY  
The foregoing certificate(s) of Katrina M. Pizzo

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1155 Page 606 This 4th day of January 1994 A.D. at 11:58 o'clock A. M.  
Melinda M. Thomas Register of Deeds  
Register of Deeds ONSLOW COUNTY

16  
B. Sandlin  
7

BOOK 1553 PAGE 1047

NORTH CAROLINA

ONSLOW COUNTY

COVENANTS --9 PM 3:58

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 7 day of June, 1999, by HAROLD C. MORTON, GRACE M. MORTON, KAVI E. MORTON, JR., and HELENE L. MORTON, hereinafter called "Declarant";

WITNESSETH:

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.
- (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

BEING all Lots in ROCK CREEK SECTION VI-A, as per Map recorded in Map Book 37, Page 221, (Slide K-209), Onslow County Registry, reference to which Map is hereby made for a fuller and more exact description.

ARTICLE III

BUILDING AND USE LIMITATIONS



BOOK 1553 PAGE 1048

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. Provided, however, the Declarant shall have the right and privilege to use homes built by it as model homes from which to conduct sales operations of the remaining homes of The Properties.

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 ten (10) feet; provided further, that no building shall be located any closer to said property line than thirty (30) feet if said property line adjoins the golf course. 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 junk cars, that is cars not in use, or any other kind of trash shall be allowed to accumulate or remain on The Properties. 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 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

BOOK 1553 PAGE 1049

facilities are reserved as shown on the recorded plat and over the rear and side 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 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 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. No more than 10,047.09 square feet of any lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials. This covenant is intended to insure continued compliance with stormwater runoff rules adopted by the State of North

BOOK 1553 PAGE 1050

Carolina and therefore benefits may be enforced by the State of North Carolina.

Section 2. 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 3. 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 4. Any radio or television satellite receiving dish shall be located in the rear of the dwelling on any lot and no closer than 30 feet to the property line.

Section 5. 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 6. 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 7. 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 8. 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 9. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall

BOOK 1553 PAGE 1051

remain in full force and effect.

IN TESTIMONY WHEREOF, Declarant, has executed this instrument the day and year first above written.

Harold C. Morton (Seal)  
Harold C. Morton

Grace M. Morton (Seal)  
Grace M. Morton

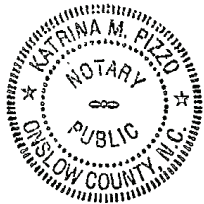
Kavi E. Morton, Jr. (Seal)  
Kavi E. Morton, Jr.

Helene L. Morton (Seal)  
Helene L. Morton

NORTH CAROLINA  
ONSLow COUNTY

I, a Notary Public of the County and State aforesaid, certify that Harold C. Morton, Grace M. Morton, Kavi E. Morton, Jr. and Helene L. Morton personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 7th day of June, 1999.

Katrina M. Pizzo Notary Public  
My commission expires 02-25-2001



1999 JUN -9 PM 3:58

NORTH CAROLINA, ONSLOW COUNTY      Katrina M. Pizzo  
The foregoing certificate(s) of \_\_\_\_\_

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in  
Book 1553 Page 1047 This 9th day of June  
19 99 A.D., at 3:58 o'clock P. M.  
Michael M. Thomas By \_\_\_\_\_  
Register of Deeds, Onslow County      Register of Deeds

BOOK 1753 PAGE 266

NORTH CAROLINA

ONslow COUNTY

(Prepared by Billy G. Sandlin)

COVENANTS

2001 SEP 17 PM 12:43

#16  
B.G. Sandlin

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this \_\_\_ day of September, 2001, by MORTON FARMS, INC., hereinafter called "Declarant";

WITNESSETH:

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.

(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

BEING all of Lots 1, 2, and 3 as shown on map entitled ROCK CREEK, SECTION VIII-A said map being recorded in Map Book 41, Page 176 (Slide K-1123), Onslow County Registry, reference to which Map is hereby made for a fuller and more exact

BOOK 1753 PAGE 267

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. Provided, however, the Declarant shall have the right and privilege to use homes built by it as model homes from which to conduct sales operations of the remaining homes of The Properties.

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 ten (10) feet; provided further, that no building shall be located any closer to said property line than thirty (30) feet when said property line adjoins the golf course. 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 junk cars, that is cars not in use, or any other kind of trash shall be allowed to accumulate or remain on The Properties. 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

BOOK 1753 PAGE 268

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 and side 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 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

BOOK 1 753 PAGE 269

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. No more than 10,047.09 square feet of any lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials. This covenant is intended to insure continued compliance with stormwater runoff rules adopted by the State of North Carolina and therefore benefits may be enforced by the State of North Carolina.

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. Any radio or television satellite receiving dish shall be located in the rear of the dwelling on any lot and no closer than 30 feet to the property line.

Section 4. 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 5. 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



BOOK 1753 PAGE 270

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 6. 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 7. 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 8. 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, Declarant, has executed this instrument the day and year first above written.

MORTON FARMS, INC. by:

*Harold C. Morton* (Seal)  
Harold C. Morton  
President

*Kavi E. Morton Jr.* (Seal)  
Kavi E. Morton, Jr.  
Secretary

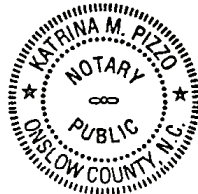
STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

I, 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 15<sup>th</sup> day of September, 2001.

My commission expires: 02-06-2006

Notary Public *Katrina M. Pizzo* (Seal)



NORTH CAROLINA, ONSLOW COUNTY.

The foregoing certificate(s) of Katrina M. Pizzo is/are certified to be correct. This instrument was presented for registration and recorded in this office in Book: 1753, Page: 266.  
This 17th day of Sept., 2001 at 12:43 o'clock P..M.

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