

BOOK 1796 PAGE 793

# 29  
B. Smith

NORTH CAROLINA

ONSLow COUNTY

2002 JAN -9 AM 2:59

COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 9 day of January, 2002, by MORTON FARMS, INC., 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.

(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, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24 as per Map recorded in Map Book 42, Page 72, (Slide K-1259); Onslow County Registry, reference to which Map is hereby made for a fuller and more exact

BOOK 1796 PAGE 794

description (also shown on said map as ROCK CREEK SECTION VII-A).

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 1,800 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 eight (8) 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.

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 boats, trailers, or motor homes (campers) shall remain parked between the dwelling and any adjoining street. 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 adequately concealed from the road(s). All structures intended for occupancy must be equipped with inside

BOOK 1796 PAGE 795

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 and side eight (8) 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. On lots abutting more than one street, there shall be no fences located nearer any street than the most distant portion of the wall of the dwelling facing that street. No welded or webbed wire fences shall be allowed unless the exterior of any such fence shall be concealed by decorative wood or shrubbery. No fence shall exceed a height of five (5) feet with an additional decorative 12 inch ornament allowable. However, a decorative fence of complimentary architectural design not exceeding a height of one (1) foot may be located nearer to side and front lines than described above.

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

BOOK 1796 PAGE 796

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 portion of any lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials than is allowed by stormwater runoff rules adopted by the State of North Carolina, Onslow County, or any governmental entity and this covenant may also be enforced by the State of North Carolina, Onslow County, or any of said governmental entities.

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 or its assignees, Rock Creek Environmental Utility Company being 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 or attached to the dwelling on any lot and no closer than 30 feet to the property line. No dish shall exceed 24 inches in diameter.

Section 5. The covenants and restrictions of this

BOOK 1796 PAGE 797

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 remain in full force and effect.

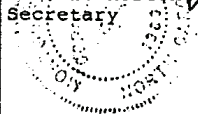
IN TESTIMONY WHEREOF, Declarant, has executed this instrument the day and year first above written.

MORTON FARMS, INC. by:

*Harold C. Morton*  
Harold C. Morton  
President

Attest:

*Karl E. Morton Jr.*  
Karl E. Morton Jr.  
Secretary



BOOK 1796 PAGE 798

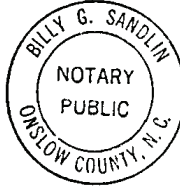
STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

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 9 day of January, 2002.

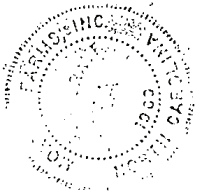
My commission expires: 1-31-04

Notary Public Billy G. Sandlin (Seal)



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 1796 Page 793 This 9th day of January 2002 A.D., at 3:59 o'clock P M.  
Milena M. Kernal By \_\_\_\_\_  
Register of Deeds, Onslow County Register of Deeds



BOOK 1796 PAGE 799

2002 JUN -9 PM 3:59

B. Zumdahl  
#29

NORTH CAROLINA

ONSLOW COUNTY

COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 9 day of January, 2002, by MORTON FARMS, INC., 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.

(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 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, and 47 as per Map recorded in Map Book 42, Page 73, (Slide K-1260), Onslow County Registry, reference to which Map is hereby made for a fuller and more exact description (also shown on said map as ROCK

BOOK 1796 PAGE 800

CREEK SECTION VII-B).

Also conveyed herewith are those rights of ways designated on said map as Bunker Court and Juniper Place.

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 eight (8) 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.

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 boats, trailers, or motor homes (campers) shall remain parked between the dwelling and any adjoining street. 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.



BOOK 1796 PAGE 801

All fuel tanks shall be adequately concealed from the road(s). 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 and side eight (8) 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. On lots abutting more than one street, there shall be no fences located nearer any street than the most distant portion of the wall of the dwelling facing that street. No welded or webbed wire fences shall be allowed unless the exterior of any such fence shall be concealed by decorative wood or shrubery. No fence shall exceed a height of five (5) feet with an additional decorative 12 inch ornament allowable. However, a decorative fence of complimentary architectural design not exceeding a height of one (1) foot may be located nearer to side and front lines than described above.

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

BOOK 1796 PAGE 802

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 portion of any lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials than is allowed by stormwater runoff rules adopted by the State of North Carolina, Onslow County, or any governmental entity and this covenant may also be enforced by the State of North Carolina, Onslow County, or any of said governmental entities.

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 or its assignees, Rock Creek Environmental Utility Company being 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 or attached to the dwelling on any lot and no closer than 30 feet to the property line. No dish shall exceed 24 inches in diameter.

BOOK 1796 PAGE 803

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 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*  
\_\_\_\_\_  
Harold C. Morton  
President

Attest:  
*Karl E. Morton, Jr.*  
\_\_\_\_\_  
Karl E. Morton, Jr.



BOOK 1796 PAGE 804

Secretary

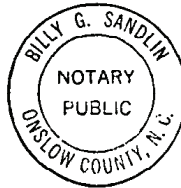
STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

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 9 day of January, 2002.

My commission expires: 1-31-04

Notary Public Billy D. Sandlin (Seal)



NORTH CAROLINA, ONSLOW COUNTY  
The foregoing certificate(s) of Billy G. Sandlin

Notary(es) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1796 Page 799 This 9th day of January 2002 A.D., at 3:59 o'clock P M.  
Billy D. Sandlin By \_\_\_\_\_  
Register of Deeds, Onslow County Register of Deeds

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35.00

Doc ID: 000191650008 Type: CRP  
 Recorded: 08/04/2004 at 04:24:41 PM  
 Fee Amt: \$35.00 Page 1 of 8  
 Onslow County, NC  
 Mildred M Thomas Register of Deeds  
 BK 2296 PG 725-732

RESTRICTIVE AND PROTECTIVE COVENANTS

NORTH CAROLINA  
ONSLow COUNTY

Mail to after recording: Morton Farms, Inc.  
 199 Country Club Blvd.  
 Jacksonville, North Carolina 28540



Prepared by: Gaylor, Edwards & Vatcher, Attorneys

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 4<sup>th</sup> day of August, 2004, 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 mortgagee.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

All that certain real property situated in Onslow County, North Carolina and more particularly shown and described on a plat entitled "Final Plat Showing, Rock Creek, Section VIII", dated August 14, 2004, prepared by John L. Pierce & Associates, P.A. and recorded in Map Book 46, Page 215, Slide L-356, in the office of the Register of Deeds of Onslow County, North Carolina.

## ARTICLE III

### BUILDING AND USE LIMITATIONS

Section I. 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 single-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 located on lots 1 through 15, inclusive, must have a minimum enclosed heated living area of 1,400 square feet. All dwellings located on lots 16 through 55, inclusive, shall have a minimum enclosed heated living area of 2,000 square feet, if a one story dwelling, and 2,400 square feet, if a two story dwelling. Notwithstanding any provision of this Declaration regarding amendments hereto to the contrary, specifically including ARTICLE VI, Section 6, the covenants and restrictions set forth herein establishing the minimum number of enclosed heated living area square feet required for each dwelling shall not be amended without the prior written consent of the Declarant.

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 eight (8) feet; provided further, that no building shall be located any closer to either said property lines than thirty (30) feet when said property line adjoins the golf course. However, a 10% variance is allowed, exclusive of open porches or attached garages. 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.

No sign of any kind or 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 boats, trailers, motor homes or campers shall remain parked between the dwelling and any adjoining street. 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 adequately concealed from the road(s). 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. The Declarant reserves for itself, its successors or assigns, an easement and right at any time in the future to grant to public utility companies easements, deemed necessary or desirable by the Declarant, its successors or assigns, in its sole discretion, for utilities along the front, side, and rear lines of all lots in the subdivision for the construction and perpetual maintenance of conduits, pipes, poles, wires, and fixtures for electric lights, telephones, drainage, gas, water, sewer and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such services, 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 and side eight (8) 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 areas 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. No fence over a height of five (5) feet, with an additional decorative 12 inch ornament allowable, shall be constructed between a line extending from the rear of primary dwelling to each side lot line and the rear property line or nearer to the rear property line than 30 feet where the lot adjoins the property of the Rock Creek Golf Course. No fence shall be erected between a line extending from the rear of the primary dwelling to each side lot line and the street right of way, provided however, a decorative fence of complimentary architectural design not exceeding a height of one (1) foot may be located nearer to the front property line than described above. On lots abutting more than one

street, there shall be no fences located nearer any street right of way than the most distant portion of the wall of the dwelling facing that street right of way. No welded or webbed wire fence shall be allowed unless the exterior of any such fence shall be concealed by decorative wood or shrubbery.

Mailboxes shall be located no nearer to the paved portion of the public road abutting each lot than 12 inches. Mailboxes shall also be of a type, size, and design as that which is originally approved by the developer. No brick mailboxes shall be permitted.

Outbuildings shall be built only on permanent foundations. No temporary buildings of any kind are allowed. If outbuildings are built with a crawl space that space shall be concealed with underpinning attached to the building. Outbuildings shall comply with all governmental agency specifications.

Driveway culverts or any culverts adjoining the public road which provide for drainage of runoff water shall be made of reinforced concrete pipe.

All owners and occupants of any lot abutting on the Rock Creek 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 part of the subdivided lot becomes a part of a whole lot, and the remainder of the subdivided lot satisfies the Onslow County subdivision ordinances requirements for a single family dwelling 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

#### PROVISIONS RELATING TO WETLANDS

All of the properties subject to these Covenants and Restrictions shall also be subject to the following Special Provisions Relating to Wetlands. In developing the subject real property, the Declarant has agreed with the Department of the Army Corps of Engineers (pursuant to a permit issued by the Corps of Engineers) to restrict and prohibit any future filling or other detrimental activities in the wetland areas, which presently exist within the identified areas of the property. Accordingly, all wetlands shown and delineated on the recorded map of the subdivision set forth in Article II hereof, shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall perform any of the following activities on such conservation area: (a) fill, grade, excavate or perform any other land disturbing activities; (b) cut, mow, burn, remove or harm any vegetation; (c) construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or



towers or any other permanent or temporary structures, (d) drain or otherwise disrupt or alter the hydrology or drainage ways of the conservation area; (e) dump or store soil, trash, or other waste; (f) allow animal grazing or watering or use for any other agricultural or horticultural purpose on such conservation areas. This covenant is intended to ensure continued compliance with the mitigation condition of authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, and therefore may be enforced by the United States of America. This covenant is to run with the land and shall be binding on the Declarant, the owner of any lot in the subdivision and all persons or entities claiming under them.

This Article IV cannot be amended or modified without the express written consent of the U.S. Army Corps of Engineers, Wilmington District, or its authorized successor.

#### ARTICLE V

#### COMPLIANCE WITH DEPARTMENT OF TRANSPORTATION TRAFFIC MAINTENANCE STANDARDS

Driveway headwalls, fences, mailboxes, newspaper delivery boxes or other roadside obstructions, constructed within the right of way of any street as shown on the recorded plat of the subdivision in a location or out of materials determined to be a traffic safety hazard by the North Carolina Department of Transportation or the Declarant, shall not be permitted. It shall be the duty of the Owner of any Lot to remove such obstruction, at the Owner's sole expense, within thirty (30) days following written notification of such objection by the North Carolina Department of Transportation or Declarant. In the event any Owner fails to remove an obstruction within the thirty (30) day period following receipt of notice of the objection, Declarant shall be entitled, but not obligated, to remove the obstruction and recover the expense and cost, including reasonable attorney's fees, incurred in the removal.

#### ARTICLE VI

#### GENERAL PROVISIONS

Section 1. No portion of any lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials than is allowed by stormwater runoff rules adopted by the State of North Carolina, Onslow County, or any governmental entity and this covenant may also be enforced by the State of North Carolina, Onslow County, or any of said governmental entities.

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 or its assignees, Rock Creek Environmental Utility Company being 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 Declarant 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 successors or 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 or attached to the dwelling on any lot and no closer than 30 feet to the property line. No dish shall exceed 24 inches in diameter.

Section 5. Stormwater Management.

A. The following covenants in this section 5 are intended to ensure ongoing compliance with state stormwater management permit number SW8 030407 as issued by the Division of Water Quality.

B. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.

C. These covenants are to run with the land and be binding on all persons and parties claiming under them.

D. These covenants pertaining to stormwater listed in this Section 5 may not be altered or rescinded without the consent of the State of North Carolina, Division of Water Quality.

E. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.

F. The maximum built-upon area per lot is 6,097 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries and that portion of the right-of-way between the front lot line and the edge of the pavement. Built-upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina, driveways, and parking areas, but does not include open wood decking or the water surface of swimming pools.

G. Swales shall not be filled in, piped, or altered except as necessary to provide driveway crossings.

H. Filling in, piping or altering any 3:1 vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.

I. Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.

J. All roof drains shall terminate at least 30' from the mean high water mark of surface water.

K. Built-upon area in excess of the permitted amount requires a state stormwater management permit modification prior to construction.

L. All permitted runoff from outparcels or future development shall be directed into the permitted stormwater control system. These connections to the stormwater control system shall be performed in a manner that maintains the integrity and performance of the system as permitted.

M. Filling in, piping or altering any designated 5:1 curb outlet swale associated with the development is prohibited by any persons.

N. This project proposes a curb outlet system. Each designated curb outlet swale or 100 foot long vegetated area shown on the approved plan must be maintained at a minimum of 100 foot long, maintain 5:1 (H:V) side slopes or flatter, have a longitudinal slope no steeper than 5%, carry the flow from a 10 year storm in a non-erosive manner and maintain a dense vegetated cover and be located in either a dedicated common area or a recorded drainage easement.

O. Lots within CAMA's Area of Environmental Concern (in addition to I.1-I.5 and all others that apply) may have the permitted maximum built-upon area reduced due to CAMA jurisdiction within the AEC.

Section 6. Except as provided in Article III, regarding the minimum number of heated living area square feet for dwellings, and Article VI, 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 Declarant or its 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 Declarant owns sixty percent (60%) or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone.

Section 7. 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 8. Any notice required to be sent to any owner under the provision 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 9. 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. Should suit become necessary to enforce any provisions of these covenants the losing party shall be assessed and the prevailing party shall recover the court costs of such suit including, but not limited to, attorney fees for the prevailing party in an amount to be set by the Court.

Section 10. 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 Pres.  
Harold C. Morton  
President

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

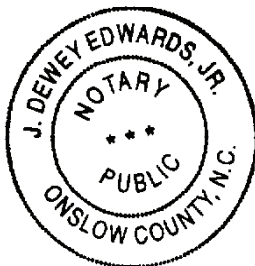
I, a notary public of the county and state aforesaid, do hereby certify that Harold C. Morton personally came before me this day and acknowledged that he is President of Morton Farms, Inc., a North Carolina Corporation, and that, by authority duly given and as the act of the Corporation, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and official seal this the 4<sup>th</sup> day of August, 2004.

J. Dewey Edwards, Jr.  
Notary Public

My commission expires:

July 9, 2006



NORTH CAROLINA, ONSLOW COUNTY J. Dewey Edwards, Jr.  
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 2296 Page 725 This 4th day of August  
2004 A.D., at 4:24 o'clock P M.

M. David M. [Signature] By \_\_\_\_\_  
Register of Deeds, Onslow County Register of Deeds



Doc ID: 001193290007 Type: CRP  
Recorded: 09/18/2006 at 01:25:38 PM  
Fee Amt: \$32.00 Page 1 of 7  
Onslow County, NC  
Mildred M Thomas Register of Deeds  
BK 2732 PG 283-289

RESTRICTIVE AND PROTECTIVE COVENANTS

NORTH CAROLINA  
ONSWLOW COUNTY

↙  
Mail after recording to: Morton Farms, Inc.  
199 Country Club Blvd.  
Jacksonville, North Carolina 28540

Prepared by: Gaylor, Edwards & Vatcher, Attorneys

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 15<sup>th</sup> day of September, 2006, 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 mortgagee.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

All that certain real property situated in Onslow County, North Carolina and more particularly shown and described on a plat entitled "Final Plat Showing, Rock Creek, Section IX", dated April 16, 2005, prepared by John L. Pierce & Associates, P.A. and recorded in Map Book 51, Page 174, Slide L-1510, in the office of the Register of Deeds of Onslow County, North Carolina.

## 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 single-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 shall have a minimum enclosed heated living area of 2,000 square feet, if a one story dwelling, and 2,400 square feet, if a two story dwelling. Notwithstanding any provision of this Declaration regarding amendments hereto to the contrary, specifically including ARTICLE VI, Section 6, the covenants and restrictions set forth herein establishing the minimum number of enclosed heated living area square feet required for each dwelling shall not be amended without the prior written consent of the Declarant.

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 eight (8) feet; provided further, that no building shall be located any closer to either said property lines than thirty (30) feet when said property line adjoins the golf course. However, a 10% variance is allowed, exclusive of open porches or attached garages. 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.

No sign of any kind or 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 boats, trailers, motor homes or campers shall remain parked between the dwelling and any adjoining street. 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 adequately concealed from the road(s). 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. The Declarant reserves for itself, its successors or assigns, an easement and right at any time in the future to grant to public utility companies easements, deemed necessary or desirable by the Declarant, its successors or assigns, in its sole discretion, for utilities along the front, side, and rear lines of all lots in the subdivision for the construction and perpetual maintenance of conduits, pipes, poles, wires, and fixtures for electric lights, telephones, drainage, gas, water, sewer and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such services, 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 and side eight (8) 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 areas 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. No fence over a height of five (5) feet shall be constructed between a line extending from the rear of primary dwelling to each side lot line and the rear property line or nearer to the rear property line than 30 feet where the lot adjoins the property of the Rock Creek Golf Course. The finished sides of any fence allowed must face toward: (i) the front property line for that portion extending from the rear of the primary dwelling to each side lot line, (ii) the side lot line for that portion on or immediately adjacent to a side lot line and (iii) the rear property line for that portion on or parallel to the rear property line. No fence shall be erected between a line extending from the rear of the primary dwelling to each side lot line and the street right of way, provided however, a decorative fence of complimentary architectural design not exceeding a height of one (1) foot may be located nearer to the front property line than described above. On lots abutting more than one street, there shall be no fences located nearer any street right of way than the most distant portion of the wall of the dwelling facing that street right of way. No welded or webbed wire fence shall be allowed unless the exterior of any such fence shall be concealed by decorative wood or shrubbery.

Mailboxes shall be located no nearer to the paved portion of the public road abutting each lot than 12 inches. Mailboxes shall also be of a type, size, and design as that which is originally approved by the developer. No brick or stone mailboxes shall be permitted.

Any outbuildings constructed or placed on a lot shall compliment and be in harmony with the design and materials of the primary dwelling and shall be built or placed only on permanent foundations. The design of, and materials to be used, for any outbuildings must be approved by the

Declarant prior to construction or placement on any lot. No temporary buildings of any kind are allowed. If outbuildings are built with a crawl space that space shall be concealed with underpinning attached to the building. Outbuildings shall comply with all governmental agency specifications.

Driveway culverts or any culverts adjoining the public road which provide for drainage of runoff water shall be made of reinforced concrete pipe.

All owners and occupants of any lot abutting on the Rock Creek 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 part of the subdivided lot becomes a part of a whole lot, and the remainder of the subdivided lot satisfies the Onslow County subdivision ordinances requirements for a single family dwelling 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

##### PROVISIONS RELATING TO WETLANDS

All of the properties subject to these Covenants and Restrictions shall also be subject to the following Special Provisions Relating to Wetlands. In developing the subject real property, the Declarant has agreed with the Department of the Army Corps of Engineers (pursuant to a permit issued by the Corps of Engineers) to restrict and prohibit any future filling or other detrimental activities in the wetland areas, which presently exist within the identified areas of the property. Accordingly, all wetlands shown and delineated on the recorded map of the subdivision set forth in Article II hereof, shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall perform any of the following activities on such conservation area: (a) fill, grade, excavate or perform any other land disturbing activities; (b) cut, mow, burn, remove or harm any vegetation; (c) construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or towers or any other permanent or temporary structures, (d) drain or otherwise disrupt or alter the hydrology or drainage ways of the conservation area; (e) dump or store soil, trash, or other waste; (f) allow animal grazing or watering or use for any other agricultural or horticultural purpose on such conservation areas. This covenant is intended to ensure continued compliance with the mitigation condition of authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, and therefore may be enforced by the United States of America. This covenant is to run with the land and shall be binding on the Declarant, the owner of any lot in the subdivision and all persons or entities claiming under them.

This Article IV cannot be amended or modified without the express written consent of the U.S. Army Corps of Engineers, Wilmington District, or its authorized successor.



## ARTICLE V

### COMPLIANCE WITH DEPARTMENT OF TRANSPORTATION TRAFFIC MAINTENANCE STANDARDS

Driveway headwalls, fences, mailboxes, newspaper delivery boxes or other roadside obstructions, constructed within the right of way of any street as shown on the recorded plat of the subdivision in a location or out of materials determined to be a traffic safety hazard by the North Carolina Department of Transportation or the Declarant, shall not be permitted. It shall be the duty of the Owner of any Lot to remove such obstruction, at the Owner's sole expense, within thirty (30) days following written notification of such objection by the North Carolina Department of Transportation or Declarant. In the event any Owner fails to remove an obstruction within the thirty (30) day period following receipt of notice of the objection, Declarant shall be entitled, but not obligated, to remove the obstruction and recover the expense and cost, including reasonable attorney's fees, incurred in the removal.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. No portion of any lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials than is allowed by stormwater runoff rules adopted by the State of North Carolina, Onslow County, or any governmental entity and this covenant may also be enforced by the State of North Carolina, Onslow County, or any of said governmental entities.

Section 2. **Underground Wiring and Street Lights.** Declarant, or its successors or 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 or attached to the dwelling on any lot and no closer than 30 feet to the property line. No dish shall exceed 24 inches in diameter.

#### Section 4. Stormwater Management.

A. The following covenants in this section 4 are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 060122 as issued by the Division of Water Quality under NCAC 2H.1000.

B. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.

C. These covenants are to run with the land and be binding on all persons and parties claiming under them.

D. These covenants pertaining to stormwater listed in this Section 5 may not be altered or rescinded without the consent of the State of North Carolina, Division of Water Quality.

E. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.

F. The maximum built-upon area per lot is 6,546.9 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries and that portion of the right-of-way between the front lot line and the edge of the pavement. Built-upon area includes, but is

not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina, driveways, and parking areas, but does not include open wood decking or the water surface of swimming pools.

G. Swales shall not be filled in, piped, or altered except as necessary to provide driveway crossings.

H. Filling in or piping any vegetative conveyances (ditches, swales, etc.) associated with the development, except for average driveway crossings, is strictly prohibited by any persons.

I. Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.

J. All roof drains shall terminate at least 30' from the mean high water mark of surface waters.

K. Built-upon area in excess of the permitted amount requires a state stormwater management permit modification prior to construction.

L. All permitted runoff from outparcels or future development shall be directed into the permitted stormwater control system. *These connections to the stormwater control system shall be performed in a manner that maintains the integrity and performance of the system as permitted.*

M. Filling in, piping or altering any designated 5:1 curb outlet swale associated with the development is prohibited by any persons.

N. This project proposes a curb outlet system. Each designated curb outlet swale or 100 foot long vegetated area shown on the approved plan must be maintained at a minimum of 100 foot long, maintain 5:1 (H:V) side slopes or flatter, have a longitudinal slope no steeper than 5%, carry the flow from a 10 year storm in a non-erosive manner and maintain a dense vegetated cover and be located in either a dedicated common area or a recorded drainage easement.

O. In the event any lot is within CAMA's regulated Area of Environmental Concern ("AEC"), the built-upon area ("BUA") for that lot, as calculated by CAMA, is less than the amount shown in these restrictions, the most restrictive BUA will be the maximum permitted limit for that lot.

Section 5. Except as provided in this Article VI, 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 Declarant, for so long as the Declarant owns at least one (1) lot within this subdivision, without the consent of any other lot owner. Except as provided in this Article VI, Section 4, at such time as the Declarant no longer owns any lot in this subdivision, the covenants and restrictions set forth herein may be altered, modified, cancelled or changed by written document executed by not less than seventy-five percent (75.0%) of the lot owners in the subdivision.

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 seventy-five percent (75.0%) 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 provision 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. Should suit become necessary to enforce any provisions of these covenants the losing party shall be accessed and the prevailing party shall recover the court costs of such suit including, but not limited to, attorney fees for the prevailing party in an amount to be set by the Court.

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.

MORTON FARMS, INC.

by: Harold C. Morton  
Harold C. Morton  
President

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

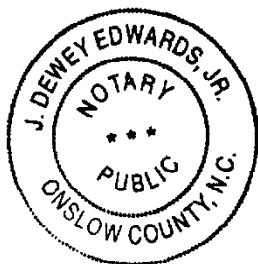
I, a notary public of the county and state aforesaid, do hereby certify that Harold C. Morton personally came before me this day and acknowledged that he is President of Morton Farms, Inc., a North Carolina Corporation, and that, by authority duly given and as the act of the Corporation, he signed the foregoing instrument in its name on its behalf as its act and deed.


Witness my hand and official seal this the 15<sup>th</sup> day of September, 2006.

J. Dewey Edwards, Jr.  
Notary Public

My commission expires:

July 9, 2011



  
 Doc ID: 002102090003 Type: CRP  
 Recorded: 10/05/2006 at 03:32:54 PM  
 Fee Amt: \$20.00 Page 1 of 3  
 Onslow County, NC  
 Mildred M Thomas Register of Deeds  
**BK 2744 PG 657-659**

RESTRICTION AGREEMENT

NORTH CAROLINA  
ONSLow COUNTY

THIS AGREEMENT, made and entered into this 5TH day of OCTOBER, 2006, by and between GWYNN BUILDERS, INC., party of the first part, hereinafter referred to as "Builder" and GWYNN BUILDERS, INC., parties of the second part, hereinafter referred to as "Owner-Purchaser."

WITNESSETH:

WHEREAS, Builder is a developer and owns a parcel(s) of land more specifically identified as "LOT 2, 3, 4, 5, 6, 45, 46, 47, ROCK CREEK SECTION IX," as shown on a map recorded in Map Book 51, Page 174 and 174A, Slide L-1510, Onslow County Registry;

WHEREAS, the owner-Purchaser has purchased the land parcel described on Exhibit "A" attached hereto, and has a 4-bedroom home located on the same that was constructed by Builder;

WHEREAS, the parties hereto, in order to meet the requirements and regulations of the Onslow County Health Department as it applies to the septic system, desire and intend that this restriction be binding upon the Builder, the present Owner-Purchaser, and their successors and assigns;

NOW, THEREFORE, in consideration of the premises and as a part of with the purchase and sale of the property and home herein referred to, the parties have agreed as follows;

The parties hereby expressly represent that the property and residence herein described and referred to as LOT 2, 3, 4, 5, 6, 45, 46, 47, ROCK CREEK SECTION IX, as described in Map Book 51, Page 174 and 174A, Slide L-1510, Onslow County Registry, has been constructed as a 4 -bedroom residence and presently has a septic system to accommodate only a 4 -bedroom residence in accordance with the application by the Builder and the requirements of the Onslow County Health Department.

1. The parties understand and agree that the parties, Builder and Owner-Purchaser, their successors and assigns, may not convert any other portion of said residence into a bedroom or use any other portion of said residence as a bedroom to the end that said residence would then contain more than 4 bedrooms without having first obtained the appropriate permits from the Onslow County Health Department.
2. The parties understand that increasing the number of bedrooms beyond that number identified on the permit or increasing the number of occupants to more than 2 per bedroom constitutes a violation of the permit.

3. The parties further understand and agree that no additions or repairs to the septic system may be made by any party without an inspection and written consent of the Onslow County Health Department.
4. The parties further agree that this RESTRICTION AGREEMENT shall run with the land and be binding upon the parties hereto, their successors and assigns, and shall be recorded at the Register of Deeds for Onslow County.
5. All parties understand that violations of this RESTRICTION AGREEMENT may result in permit suspension, revocation, or other appropriate legal action.
6. Finally, all parties understand that corrective action(s) to a violation(s) of this RESTRICTION AGREEMENT is subject to health Department evaluation of the site, which may or may not result in a solution.

IN TESTIMONY WHEREOF, the parties hereto have executed this restriction in their respective capacities, this the day and year first above written.

GWYNN BUILDERS, INC.

Builder's Company Name

 (SEAL)  
President

GWYNN BUILDERS, INC. (SEAL)

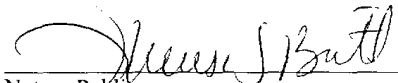
Owner/Purchaser

 (SEAL)  
Owner/Purchaser

NORTH CAROLINA  
ONslow COUNTY

I, Theresa L. Britt a Notary Public in and for the county and State aforesaid, do hereby certify that MITCHEL M. GWYNN personally came before me this day and acknowledged that he/she is President of GWYNN BUILDERS, INC. and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by MITCHEL M. GWYNN.

WITNESS my hand and notarial seal, this the 5TH day of OCTOBER, 2006.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
4-10-2011



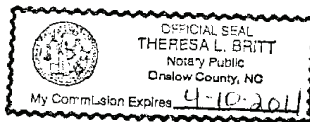
NORTH CAROLINA  
ONslow COUNTY


I, Theresa L. Britt, a Notary Public in and for said State and county, do hereby certify that MITCHEL M. GWYNN personally appeared before me as Owner/Purchaser this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal at office this the 5TH day of OCTOBER, 2006

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
4-10-2011



  
Doc ID: 006996450002 Type: CRP  
Recorded: 11/17/2008 at 11:57:14 AM  
Fee Amt: \$17.00 Page 1 of 2  
Onslow County, NC  
Maryland K. Washington Reg. of Deeds  
BK **3149** PG **326-327**

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

**FIRST AMENDMENT TO RESTRICTIVE AND  
PROTECTIVE COVENANTS FOR:  
ROCK CREEK, SECTION IX**

THIS FIRST AMENDMENT TO RESTRICTIVE AND PROTECTIVE COVENANTS FOR ROCK CREEK, SECTION IX (the "First Amendment") is made this 14<sup>th</sup> day of November, 2008, by MORTON FARMS, INC., a North Carolina corporation, hereinafter referred to as the "Declarant".

W I T N E S S E T H:

WHEREAS, a document entitled, "RESTRICTIVE AND PROTECTIVE COVENANTS", dated the 15<sup>th</sup> day of September, 2006 was recorded in the office of the Register of Deeds of Onslow County, North Carolina on September 18, 2006 in Book 2732, Pages 283-289 (the "Declaration"), subjecting the real property described on that certain plat entitled, "Final Plat Showing, ROCK CREEK, SECTION IX", dated August 11, 2006, prepared by John L. Pierce & Associates, P.A. and recorded in Map Book 51, Page 174, Slide L-1510, in the office of the Onslow County Register of Deeds (the "Subdivision"), to certain restrictions, covenants, easements, and conditions; and

WHEREAS, ARTICLE VI of the Declaration entitled, "General Provisions", Section 5, provides that "Except as provided in . . . Article VI, Section 4, the covenants and restrictions of this Declaration are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant for so long as the Declarant owns at least one (1) lot within this subdivision, without the consent of any other owner."; and

WHEREAS, the Declarant owns more than one (1) lot in the Subdivision and desires to amend the Declaration by reducing the minimum number of square feet of enclosed heating area required for dwellings on certain lots in the Subdivision as hereinafter set forth; and

NOW, THEREFORE, the Declarant hereby alters, changes and amends the Declaration as follows:

1. Article III, entitled, "Building and Use Limitations", Section 1, is amended by adding the following sentence to the second paragraph of said Section 1:

**Notwithstanding the foregoing provisions, the minimum enclosed heated living area for all dwellings on Lots 1, 9, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 39, 40, 41, 48, 50 and 51, shall be 1,600 square feet, if a one-story dwelling, and 2,000 square feet, if a two-story dwelling.**

- 2. Except as hereby amended or modified, the terms, conditions and restrictions in the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to the Declaration to be executed by its corporate officer, with authority duly given, as of the day and year first above written.

MORTON FARMS, INC., a North Carolina corporation.

By: Harold C. Morton  
Name: Harold C. Morton  
Title: President

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that HAROLD C. MORTON, either personally known to me, or proven by satisfactory evidence, personally appeared before me this day and acknowledged that he/she is President of MORTON FARMS, INC., a North Carolina corporation, and that with authority duly given by its Board of Directors, he/she voluntarily executed the foregoing instrument for and on behalf of said corporation for the purposes stated therein..

Witness my hand and official stamp or seal, this 14<sup>th</sup> day of November, 2008.

My commission expires:

July 9, 2011

J. Dewey Edwards, Jr.  
Notary Public

