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Onslow County, NC
Mildred M Thomas Register of Deeds
BK 2747 PG 783-790

Barrel Ottaway
501 N. US 17
Holly Ridge, NC 28445

NORTH CAROLINA
ONSLow COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 11 day of October, 2006, by OTTAWAY DEVELOPMENT, LLC, hereinafter called "Declarant".

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real property described in Paragraph 1 of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property in and referred to in Paragraph 1 hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

1. DESCRIPTION OF REAL PROPERTY: The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the articles of this Declaration is located in the County of Onslow, State of North Carolina, and is more particularly described as follows:

BEING all of lots numbered one (1) through fifty-five (55), inclusive, as shown upon plat entitled SAGE'S RIDGE, prepared by DANNY MARCO TADDETTI, RLS Number 12639, dated 10-11-06, and recorded in Map Book 51, Page 237, Slide 11573, Onslow County Registry. Said recorded plat being incorporated herein by this reference for the purpose of providing a more particular description.

2. USES: No lot, lots or portions thereof shall be put to any use other than for single family residential purposes, except that any lot may be used by the Declarant for a street or roadway.

3. LAND USE AND BUILDING TYPE: No building shall be used except for "single family residential purposes". "Single family residential purposes" is defined as a family unit related by blood or marriage as is customary in the area. A single family may consist of a single individual but shall not consist of units made up of a number of unrelated by blood or marriage individuals whether adults or minors under the care of others wherein there is provided family care for usually two or more unrelated persons. A single family residential unit shall not be used nor shall residential purposes as herein set out be defined as covering the following types of uses: fraternities, sororities, family care homes, boarding homes, or any type of residence in which a person or person's care is paid for by himself or herself or others. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling not to exceed Town of Holly Ridge restrictions. All construction shall be custom type construction built on the lot and no old building constructed elsewhere shall be moved on to the lot for residential or any other purpose. No mobile homes, double wides or pre-manufactured homes or any unit requiring a Division of Motor Vehicle Certificate of Title shall be place or constructed on any numbered lot in the subdivision hereinabove described. This covenant shall

not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

4. NATIVE GROWTH: The native growth of such premises shall not be permitted to be destroyed or removed except as necessary to erect structures, to construct driveways and other graveled areas, and a reasonable area surrounding the buildings. The Developer, its successors or assigns, reserve the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so.

5. STREET LIGHTING AGREEMENT: The Developer reserves the right to subject the real property in this subdivision to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

6. DWELLING QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1100 square feet of heated area to a one-story dwelling, nor less than 1400 square feet of heated area for a dwelling of more than one story.

7. BUILDING LOCATION: Subject to the Storm Water Management Restrictions contained in Section 26, infra, no building shall be located on any numbered lots nearer to the front line or side street line than the minimum building line shown on the recorded plat. No residential building shall be located on any numbered nearer than 25-feet from the front lot line, and no building shall be located nearer than 25-feet from the rear lot line nor nearer than 10-feet from the side lot lines. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as 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 or to exceed the maximum allowable built upon are for each lot.

8. SUBDIVISION: No lot shall be subdivided if the result of each subdivision is separate ownership of less than a whole lot; provided, however, that the Declarant, its successors or assigns, reserve the right to make minor boundary line adjustments between lots so long as said adjustment does not extend 10% of the total area of a given lot.

9. NUISANCES:

(A) 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. All lots, whether occupied or unoccupied, shall be well maintained and not unattractive growth or accumulation of rubbish or debris shall be permitted to remain on a lot. No automobile, other vehicle(s), motorcycle(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage. Declarant or Association, its successors or assigns, reserve the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so. The Declarant or Association may contract for, and assess to owner, any maintenance necessary to enforce this covenant.

(B) If any dwelling located on a lot is destroyed by fire or other casualty, all rubbish and debris shall be removed with promptness after such fire or other casualty. In no event shall debris or rubbish remain on a lot longer than two (2) months after such fire or other casualty. Provided, however, no such removal or demolition shall be required if prohibited by court order or if a legal or insurance investigation concerning such fire or casualty is ongoing.

10. The Buyer or Purchaser of each lot shall keep the lot mowed regularly, including that area from the lot line to the edge of the paved street or road clear of unsightly objects, and in the event that the Buyer or Purchaser of any lot within the said subdivision breaches this restriction, Declarant reserves the right to enter upon said lot and mow the grass, clean up the lot and remove unsightly structures and objects, at the owner's expense.

11. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 are 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.

The grantor reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over, and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines conduits, pipes and other equipment necessary to or useful for furnishing electric, power, gas, telephone services, drainage, or other utilities including water and sewer services.

12. Where lot borders on or contain ditches, drainage canals or swales, the Buyer of each lot shall keep that area, including the slopes down to the water, covered with grass and mowed and/or maintained regularly. Washouts or erosions on the lots adjoining ditch banks and swales shall be properly tended to by the respective lot owner to ensure the integrity of said slopes.

13. It shall be the obligation of each property owner to maintain, to the original construction depth, all drainage ditches located upon his or her lot. Any construction of culverts or other construction along or across said ditches must be done so that the free flow of water from subsurface drainage is not interrupted or interfered with. Property owners shall at all times maintain any improvements between his lot line and the pavement of the street which said lot is located.

14. Each lot in the subdivision shall have only one (1) mailbox and one (1) paper box to be mounted on a single post, and all such boxes shall be approved by the Developer. Such mailboxes or paper boxes may be provided by the Developer or builder. Any boxes so provided shall be considered an improvement and must remain with the lot. Each property owner shall maintain the box which is a part lot said lot.

15. Developer is not liable and makes no representation as to the development of any other phase or section except the phase or section covered by these restrictions. Developer may make changes in future sections of the development not subject to these restrictions, including, but not limited to changes in design, type of structures, restrictions, or character of section. All maps, brochures and plans are purely for planning and illustration purposes and are not to be relied upon as any promise or covenant or whatsoever kind or nature. Developer shall be obligated for, and any owner shall solely rely on the plans, plats, and restrictions that are recorded for the section herein described.

16. Each lot must have a concrete driveway at a location approved by the Developer. Off-street parking for not less than two passenger automobiles must be provided on each lot prior to the occupancy of any residence constructed on said lot, which parking areas and the driveways thereto shall be constructed of concrete, asphalt, brick or landscape paving blocks.

17. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Goats, cows, chickens, swine, horses and ponies shall not be considered household pets. All allowed pets shall be confined by a fence or under owner's direct control.

18. SATELLITE RECEPTION AND FUEL TANKS: All satellite dishes and similar apparatus shall be located indoors so as not to be visible. Mini satellite dishes 24-inches and under and attached to the house are exempt from this article. All fuel tanks and gas bottles shall be located so as not to be visible from the streets or from neighboring lots.

19. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot parallel to the building line, one sign of not more than three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

20. FENCES: No fence shall be erected without written permission from Declarant.

21. WETLANDS PRESERVATION AREA 1: The areas shown on the recorded plat entitled "Sage Ridge", dated the _____ day of _____, 2006, and recorded in Book _____, Page _____, Onslow County Registry, as Wetland Preservation Area 1 shall be maintained in perpetuity in their natural or mitigated condition. No person 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 without permission from the U.S. Army Corps of Engineers
- 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) Graze or water animals, or use for any agricultural or horticultural purpose

This covenant is intended to ensure continued compliance with the mitigation condition or a Clean Water Act authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action ID, 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 owner, and all parties claiming under it.

This paragraph cannot be amended without the express written consent of the U.S. Army Corps of Engineers, Wilmington District.

22. WETLANDS PRESERVATION AREA 2: The areas shown on the recorded plat entitled "Sage Ridge", dated the 11 day of OCTOBER, 2006, and recorded in Book 51, Page 237, Onslow County Registry, as Wetland Preservation Area 2 shall be maintained in perpetuity in their mitigated condition. Limited trimming, pruning, and mowing shall be permitted as long as the root systems of the vegetation are not disturbed. No person or entity shall perform any of the following activities on such preservation area:

- a) Fill, grade, excavate or perform any other land disturbing activities
- b) Construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or towers, or any other permanent or temporary structures
- c) Drain or otherwise disrupt or alter the hydrology or drainage ways of the conservation area
- d) Dump or store soil, trash or other waste
- f) Graze or water animals, or use for any agricultural or horticultural purpose

This covenant is intended to ensure continued compliance with the mitigation condition or a Clean Water Act authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action ID, 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 owner, and all parties claiming under it.

This paragraph cannot be amended without the express written consent of the U.S. Army Corps of Engineers, Wilmington District.

26. STORM WATER MANAGEMENT REQUIREMENTS:

A. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8040120, as issued by the Division of Water Quality under NCAC 211.1000.

1. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.
2. These covenants are to run with the land and be binding on all persons and parties claiming under them.

3. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent for the State of North Carolina Division of Water Quality.

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

B. The following is the maximum allowable built upon area per lot for each lot:

LOT NUMBER	ALLOWABLE BUILT UPON AREA
1	1,857
2	1,850
3	1,850
4	1,850
5	1,850
6	1,850
7	1,849
8	3,015
9	1,976
10	1,857
11	1,857
12	2,498
13	2,602
14	2,566
15	2,224
16	4,197
17	1,967
18	3,159
19	3,092
20	4,022
21	4,219
22	4,284
23	2,720
24	1,950
25	1,875
26	1,890
27	1,897
28	1,809
29	1,857
30	1,857
31	1,857

LOT NUMBER	ALLOWABLE BUILT UPON AREA
32	1,857
33	1,857
34	1,857
35	1,857
36	1,857
37	1,857
38	1,857
39	1,857
40	1,857
41	1,857
42	1,857
43	1,857
44	1,857
45	1,857
46	1,857
47	1,857
48	1,857
49	2,727
50	1,857
51	1,857
52	1,857
53	1,857
54	1,857
55	2,012

1. This allotted amount includes any built upon areas 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, and coquina, but does not include raised, open wood decking or the water surface of swimming pools.

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

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

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

5. In the case of a lot within CAMA's regulated AEC, if the built-upon area for that lot, as calculated by CAMA, is different than the amount shown in these restrictions, the most restrictive of the two will be the maximum permitted limit for that lot.

24. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Garbage cans shall not be permitted to remain in the front yard except for normal garbage pick up.

25. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight 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 formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street line, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

26. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, manufactured home, modular home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, motor home, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any such vehicle be allowed to remain on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

27. TERM: These covenants are to run with the land and shall be binding on all parties and all person claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

28. COMPLIANCE WITH WETLAND REGULATIONS: In accordance with Title 15 NCAC 2H 0500, the following DEED NOTIFICATION shall be recorded in the Onslow County Registry prior to the conveyance of lots. Said Deed Notification shall apply to Sage's Ridge Subdivison, Lot Numbers 1 THRU 55, in Onslow County, North Carolina, as shown on plans titled "Sage's Ridge Subdivision", prepared by Walton Engineering dated the 11 day of NOVEMBER, 2006.

"Date: 11-08-06 "

"A portion of this lot has been determined to meet the requirements for designation as a regulatory wetland. Any subsequent fill or alteration of this wetland shall conform to the requirements of the State wetland rules adopted by the State of North Carolina in force at the time of alteration. The intent of this provision is to prevent additional wetland fill, so the property owner should not assume that the future application for fill would be approved. The property owner shall report the name of the subdivision in any application pertaining to said wetland rules adopted by the State of North Carolina and, therefore, benefits may be enforced by the State of North Carolina. This covenant is to run with the land and shall be binding on all parties and all persons claiming under them."


Signature

29. AREA OF ENVIRONMENTAL CONCERN: Lots within CAMA's Area of Environmental Concern may have the permitted maximum build-upon area reduced due to CAMA jurisdiction within the AEC.

30. ENFORCEMENT OF RESTRICTIONS: In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the undersigned, its successors and assigns, the State of North Carolina and the owners of the numbered lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach or any of them. The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

31. MODIFICATION OF RESTRICTIVE COVENANTS: Except for Storm Water Requirements and restriction for the preservation as shown on the recorded plat, these restrictions 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 their successors in title and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarant owns sixty percent (60%) of more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone.

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

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

OTTAWAY DEVELOPMENT, LLC

BY: Gordon Darrel Ottaway (SEAL)
Member Manager

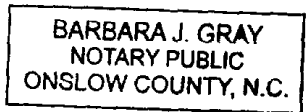
NORTH CAROLINA
ONSLow COUNTY

I, Barbara J. Gray, a Notary Public in and for said County and State do hereby certify that GORDON DARREL OTTAWAY, member manager of Ottaway Development, LLC, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 11th day of October, 2006.

Barbara J. Gray
Notary Public

My commission expires:
4-10-2011



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 Onslow County, NC
 Mildred M Thomas Register of Deeds
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NORTH CAROLINA
 ONSLOW COUNTY

AMENDMENT TO RESTRICTIVE COVENANTS

THIS AMENDMENT TO RESTRICTIVE AND PROTECTIVE COVENANTS, made and entered into this 3rd day of November, 2006, by OTTAWAY DEVELOPMENT, LLC, hereinafter called "Declarant".

WITNESSETH:

THAT WHEREAS, the Declarant executed and recorded Restrictive Covenants dated October 11, 2006, and recorded in Book 2747, Page 783- 790, Onslow County Registry; and

WHEREAS, prior to sale or conveyance of any lots the Declarant desires to amend said Restrictive Covenants as follows:

Article 26, Section B is hereby deleted and the following inserted in place thereof:

Lot Coverage Calculations

Total Area (s.f.):	980,100
Percent Coverage:	25%
Road Area(s.f.):	83,521
No. of Lots:	55

Built Upon Area Limit (per Lot): 2,936

Except as herein amended said Restrictive Covenants shall remain in full force and effect.

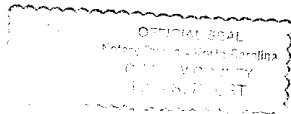
IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed, this day and year first above written.

OTTAWAY DEVELOPMENT, LLC
Gordon Darrel Ottaway
 BY: *Gordon Darrel Ottaway* (SEAL)
 Member Manager

NORTH CAROLINA
 ONSLOW COUNTY

I, Lisa S. Reust, a Notary Public in and for said County and State do hereby certify that GORDON DARREL OTTAWAY, member manager of Ottaway Development, LLC, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 5th day of February, 2007



Lisa S. Reust
 Notary Public

My commission expires:

4-10-2011
6/23/2009