

Walter



Doc ID: 009556930005 Type: CRP
Recorded: 02/16/2012 at 09:52:37 AM
Fee Amt: \$26.00 Page 1 of 5
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds

BK **3726** PG **810-814**

Restrictive Covenants for
Tallman Ridge
By Sand Castle Investments, Inc., Declarant
Dated February 14, 2012

NORTH CAROLINA

ONSLow COUNTY

THIS DECLARATION made this the 14th day of February, 2012, by Sand Castle Investments, Inc., a North Carolina Corporation hereinafter called "Declarant".

W I T N E S S E T H

THAT WHEREAS the Declarant is the owner of the real property described in Article I of this Declaration and are desirous of subjecting said real property to the protective covenants hereinafter set fourth, each and all of which are for the benefit of such property and for the owners thereof, and shall insure to the benefit of and pass and run with said property, and each and every lot or parcel thereof and shall apply to and bind successors in interest and any owner thereof; and,

NOW, THEREFORE, said Declarant hereby declares that the real property described and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the restrictive covenants as set forth below.

ARTICLE I. the real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the Articles of the Declaration is located in Stump Sound Township, Onslow County, North Carolina and is more particularly described as follows:

Being all of Lots 2, 3, 4, 5 and 6 of TALLMAN RIDGE as shown on map entitled, "A SURVEY FOR TALLMAN RIDGE", dated September 2, 2010 prepared by Danny Marco Padgett, PLS, said map recorded in Book 62, Page 107, Slide N-141, Onslow County Registry.

ARTICLE II. LAND USE AND BUILDING TYPE: No lot shall be used expect for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. A detached storage building or garage shall be permitted in the rear of the homes on each lot.

ARTICLE III. STORMWATER MANAGEMENT REGULATIONS: Each lot owner shall be responsible for adhering to the "Low Density Residential Subdivisions Deed Restriction & Protective Covenances" that are attached to and hereby incorporated as part of these protective covenants. Each lot owner shall cooperate with all governing agencies to ensure that the development maintains a "built-upon" area consistent with the applicable regulation governing the density level.

ARTICLE IV. BUILDING DESIGN AND CONSTRUCTION: All dwelling and other structures located on any lot shall comply with the following restrictions:

- a. No single family residence containing less than 1000 square feet of enclosed dwelling area shall be constructed, located or permitted on any lot. Porches, steps, walks, breezeways, carports and garages square footage shall not be counted in calculating the minimum square footage requirement.

- b. All building material used in the construction of any structure shall be new, approved materials, and no cement blocks, tar paper or related materials shall be used as an exterior building material. All exterior finished shall be brick, vinyl siding, wood siding, fiber cement board or similar material.
- c. During construction on any lot, the builder and lot owner must keep all lots and the area around the construction site neat and free of debris. All building debris, stumps, trees and other such material shall be removed from each building lot by the builder or owner as often as is necessary to keep lot neat in appearance.
- d. Once construction of a dwelling or other buildings or improvements upon a lot have commenced, the said improvements must be substantially completed within twelve (12) months.

ARTICLE V. BUILDING LOCATION: No building, residence, garage or other permitted accessory building shall be located on any lot nearer the front line, interior or rear lot line than what is permitted by local zoning requirements.

ARTICLE VI. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

ARTICLE VII. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

ARTICLE VIII. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No dogs or cats or other household pets may be kept for any purpose unless confined to the premises of the owner by means of fence or pen. No pet shall be allowed off the lot of the Owner, of said pet unless said pet is attended and on a leash. Owners shall be solely and absolutely liable for the acts of any pet kept on their lot.

ARTICLE IX. VEHICLES, BOATS, STORAGE TRAVEL TRAILERS, ETC: Any pleasure boat, camper, trailer, motor home or bus, raw firewood, bicycles, motorcycles, or other similar items may be parked or stored on a lot but only on that part of the any lot away from the street lying beyond the front line of the house so that it is not visible from any street. 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.

ARTICLE X. TERM. The covenants are to run with the land, and shall be binding on all parties and all persons claiming under them, for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.

ARTICLE XI. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and waste shall not be kept except in sanitary containers, and no garbage incinerators shall be used on any residential lot.

ARTICLE XII. ENFORCEMENT: Enforcement shall be by proceeding law, or in equity, against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

ARTICLE XIII. SEVERABILITY: Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or if corporate, have caused this instrument to be signed in its corporate name by duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this the day and year first above written.

Sand Castle Investments, Inc.

By: Susan Humes
Susan Humes, President

NORTH CAROLINA
NEW HANOVER COUNTY
Brunswick

I, Joshua B. Cooper, a Notary Public of the County of New Hanover, State of North Carolina, hereby certify that Susan Humes, appeared personally came before me this day and acknowledged that she is the President of Sand Castle Investments, Inc., a North Carolina corporation, and that by authority given and as an act of such entity, she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 14 day of Feb, 2012.

My Commission Expires: 4-27-16

Joshua B. Cooper
Notary Public

JOSHUA B. COOPER
NOTARY PUBLIC
BRUNSWICK COUNTY
NORTH CAROLINA
MY COMMISSION EXPIRES APR. 27, 2016

**Low Density Residential Subdivisions
Deed Restrictions & Protective Covenances**

In accordance with Title 15 NCAC 2H.1000 and S.L. 2006-246, the Stormwater Management Regulations, deed restrictions and protective covenants are required for **Low Density Residential Subdivisions** where lots will be subdivided and sold. Deed restrictions and protective covenants are necessary to ensure that the development maintains a "built-upon" area consistent with the applicable regulation governing the density level.

I, Susan Humes acknowledge and affirm by my signature below, that I will cause the following deed restrictions and protective covenants to be recorded for Tallman Ridge prior to the sale of any lot:

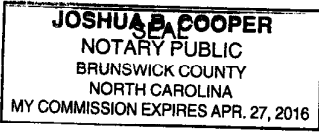
1. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SWB 11110, as issued by the Division of Water Quality under the Stormwater Management Regulations.
2. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.
3. These covenants are to run with the land and be binding on all persons and parties claiming under them.
4. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.
5. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.
6. The maximum allowable built-upon area per lot is 1,500 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, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.
7. In the case of a lot within CAMA's regulated AEC, where the Division of Coastal Management calculates a different maximum allowable built-upon area for that lot than is shown herein, the governing maximum built-upon area for that lot shall be the most restrictive of the two.
8. 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.
9. Each lot will maintain a 30* foot wide vegetated buffer between all impervious areas and surface waters.
10. All roof drains shall terminate at least 30* foot from the mean high water mark of surface waters.

***50 foot for projects located in the 20 coastal counties.**

Signature: [Signature] Date: 02/14/2012

I, Joshua B. Cooper, a Notary Public in the State of North Carolina, County of Brunswick do hereby certify that Susan Humes personally appeared before me this the 14 day of Feb, 2012, and acknowledge the due execution of the foregoing instrument. Witness my hand and official seal,

[Signature]
Signature
My Commission expires 4-27-16



③
Nelson



Doc ID: 009724050003 Type: CRP
Recorded: 05/03/2012 at 10:10:24 AM
Fee Amt: \$26.00 Page 1 of 3
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK **3772** PG **127-129**

**SECOND DECLARATION OF
RESTRICTIVE COVENANTS
FOR**

TALLMAN RIDGE

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this the 30th day of April, 2012 by **Sand Castle Investments, Inc., A North Carolina Corporation**, hereinafter called "Declarant" and Aaron Johnson and wife, Clarissa Johnson, hereinafter called "Lot Owner".

WITNESSETH:

WHEREAS, Declarant and Lot Owner are the owners of certain property located in Jacksonville Township, Onslow County, North Carolina, which is more particularly described as follows:

BEING all of Lots 2, 3, 4, & 5 of Tallman Ridge as shown on map entitled, "A Survey for Tallman Ridge" dated September 2, 2010, prepared by Danny Marco Padgett, PLS, said map recorded in Book 62, Page 107, Slide N-141, Onslow County Registry.

WHEREAS, Declarant, Sand Castle Investments, Inc. previously recorded those Restrictive Covenants for Tallman Ridge in Deed Book 3726, Page 810; and

WHEREAS, Declarant and Lot Owner desires to provide for the preservation and enhancement of the property values and to provide for the maintenance of certain improvements located thereon, and to this end desires to subject the property listed above to additional provisions, covenants, restrictions and easements as are hereinafter set forth and not previously addressed in those covenants recorded in Deed Book 3726, Page 810, each and all of which are for the benefit of said real property and each present and future owner thereof;

NOW THEREFORE, Declarant and Lot Owner hereby declare that the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Property, and shall be binding on all parties having a right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1. SHARED DRIVEWAY PROVISION

A. Those shared driveways along the boundary between Lots 4 and 5 and Lots 2 and 3 shall be protected by these Covenants and the map referenced above as a perpetual easement for the benefit of each Lot Owner referenced above. Said easements shall be appurtenant to and run with title to said Lots regardless of whether or not the granting of said easements are included in the deeds of conveyance of said Lots.

B. The owners of said Lots and their guests and invitees, and providers of either essential or emergency services (e.g. police, fire, ambulance, etc) shall be entitled to use the Common Driveway for purposes of ingress and egress to their lots at all times and without interference from the other.

C. The owners of said Lots, shall, amongst themselves, determine the nature, extent, and cost of all repairs, maintenance, improvements, and services required or advisable with respect to the shared driveways. The shared driveways must be mutually maintained by each of the Lot Owners using the shared driveways for ingress and egress from their property to the State Maintained Road.

ARTICLE 2. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or person violating or attempting to violate any covenant, either to restrain violations or to recover damages. In the event any proceeding is commenced to enforce the provisions of this Declaration, the non-prevailing party shall be obligated to pay, in addition to any monetary damages or other award granted by the court, the expenses and costs of such proceeding, including reasonable attorneys' fees of the prevailing party.

ARTICLE 3. TERM

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are recorded, after which such time such Covenants shall be automatically extended for successive periods of ten (10) 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.

ARTICLE 4. SEVERABILITY

Invalidation of anyone 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 WITNESS WHEREOF, the Declarant and Lot Owner have caused this instrument to be signed in their name, the date and year first above written.

SAND CASTLE INVESTMENTS, INC.
A North Carolina Corporation

[Signature] (SEAL)

By: Susan Humes
Title: President

[Signature] (SEAL)

Aaron Johnson
[Signature] (SEAL)
Clarissa Johnson

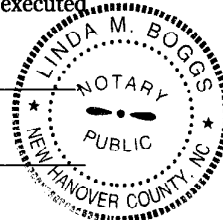
STATE OF
COUNTY OF

I, Linda M. Boggs, the undersigned a Notary Public
for the County of New Hanover State of
North Carolina, certify that SUSAN HUMES,
personally came before me this day and acknowledged that (s)he is the President of Sand
Castle Investments, Inc., and that (s)he as President, being authorized to do so, executed
the foregoing on behalf of Sand Castle Investments, Inc.

Witness my hand and official seal, this the 30th day of April
2012.

[Signature]

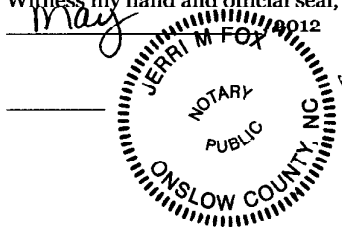
Notary Public
My Commission Expires: 8-19-2012



North Carolina
Onslow County

I, Jerri M Fox, the undersigned a Notary Public
for the county and state aforesaid, certify that Aaron Johnson and Clarissa Johnson,
personally came before me this day and acknowledged that they voluntarily executed the
foregoing instrument for the purposes stated therein.

Witness my hand and official seal, this the 3rd day of



[Signature]

Notary Public
My Commission Expires:
March 4, 2014