

Ward & Smith
⑥

BOOK 647 PAGE 815

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Village Cedars, Inc., a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in the City of New Bern, State of North Carolina, hereinafter called "Owner," is the owner of all those tract of land located in Onslow County, North Carolina, and designated and known as "Village Cedars, Section I" and "Village Cedars, Section IIA", on those certain plats recorded in Map Book 21, Page 194 and Map Book , Page , in the office of the Register of Deeds of Onslow County.

AND WHEREAS, Owner desires to provide for stability and appeal in the development of said land;

NOW, THEREFORE, Owner hereby covenants and agrees to and with all persons, firms, and corporations now owning or hereafter acquiring any of the numbered lots shown on said maps, that all of said numbered lots shall be and the same now are, to the extent hereinafter defined and described, subject to the following restrictions as to the use thereof, running with said land by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE: The word "Lot" as used herein shall mean the separately numbered parcels shown on the aforesaid maps. For example parcel 29A is one lot; Parcel 29B is one lot. No lot shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling or one half of one duplex dwelling (two-family dwelling with separate living quarters for each family) not to exceed two and one-half stories in height, private garages and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. This covenant shall not be construed as prohibiting the use of one lot to erect a model home for sales purposes.

2. DWELLING, QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one story open porches and garages, shall be, if a single family residence, not less than 850 square feet for a one story dwelling, nor less than 700 square feet for a dwelling of more than one story; if a duplex, not less than 600 square feet of enclosed heated area for each individual unit in the duplex.

3. BUILDING LOCATION: No building shall be located on any lot nearer than 20 feet to the front line nor nearer than 10 feet to any side street line. Where a corner lot is involved, "front lot line" shall be deemed to be that line toward which the main structure fronts.

(a) Front Line - If a structure fronts on two streets it shall be located at least 20 feet from one street and at least 10 feet from the other.

(b) Side Line - No dwelling shall be located with respect to side lot lines so as to be nearer than 6 feet to the side lot line of a lot bearing a different numerical (as opposed to alphabetical) designation. For the location of a dwelling, there is no side lot line requirement with respect to the side lot line of a lot bearing the same numerical designation. No detached building other than a dwelling may be located nearer than 6 feet to any lot line.

For the purpose of this covenant, eaves, steps, fireplace chases, and open porches shall not be considered as part of a building. An error of not more than ten percent (10%) in the location of a building on the lot with respect to the minimum setback lines shall not be considered a violation of this covenant.

4. EXTERIOR MAINTENANCE: Each owner of a lot in Village Cedars shall provide exterior maintenance upon each lot as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements.

5. PARTY WALLS - BEALL'S RULE: Each wall of each duplex, which is built as a part of the original construction of the duplex, and all reconstruction or extensions of such walls shall constitute party walls and to the extent not inconsistent with the provisions of this Paragraph, the general rules of law regarding party walls, lateral support, below-ground construction, and of liability for property damage due to negligence or willful acts or omissions regarding such constructions shall apply thereto. Such wall shall be subject to the following additional rules:

(a) The cost of reasonable repair and maintenance of a party wall shall be shared pro rata by the owners who made use of the wall.

(b) If a party wall is destroyed or damaged by fire or other casualty, any owner who has used or benefited from the wall may restore it, and if the other owner thereafter makes use or benefit from the wall, he shall contribute pro rata to the cost of restoration thereof, without prejudice, however, to the right of either of the owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

(c) Notwithstanding any other provisions of this Paragraph, an owner who by his negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(d) The right of any owner to contribution from any other owner under this Paragraph shall be appurtenant to the land and shall pass to such owner's successors in title. The rights of contribution herein enumerated shall not constitute a lien or encumbrance on the title to the property against which such rights exist but shall be personal to the person owning the property at the time the rights arise.

(e) In the event of any dispute arising concerning a party wall, or under the provisions of this section, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

(f) In the event that a unit of a duplex erected on one lot encroaches not more than three feet onto the adjoining lot which bears the same numerical designation, an easement appurtenant to the encroaching Lot hereby is granted over the Lot encroached upon for the natural duration of the encroachment. The intent and purpose of this subparagraph is to prevent hardship and expense incurred in removing any duplex unit mistakenly constructed by one owner on property belonging to another and which does not have a material adverse effect thereon. Nothing herein shall grant any easement for any encroachment unless the encroachment either (1) exists as of the date of recordation of this Declaration or is a part of the original construction by Owner or (2) the encroachment thereafter is constructed in good faith and according to plans and specifications approved by the Architectural Control Committee.

6. ARCHITECTURAL CONTROL.

(a) No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material, and location of the same shall have been submitted to and approved in writing as to harmony of external design to include painting and location in relation to surrounding structures and topography by an Architectural Control Committee formed as hereinafter specified. The provisions of this paragraph shall not apply to original construction by Village Cedars, Inc., or its successor in the development of the property. The exterior walls of each unit in a single duplex shall be painted the same color.

BOOK 647 PAGE 818

(b) There is hereby constituted an Architectural Control Committee (Committee) which shall consist of three individuals to be appointed, to be replaced, to possess the qualifications and to possess the powers as specified in this instrument.

(1) The initial members of the Committee shall be Dennis V. Thomas, Lola Thomas and Joe L. Alcoke. They shall serve until they die, resign or are replaced as herein provided. All members of the Committee shall be the owner of all or an interest in a lot, an officer of a corporate owner of a lot, or a partner in a partnership owner of a lot. A member of the Committee may resign by document directed to the attention of the remaining members of the Committee. A member may be removed by the remaining members of the Committee, if the member being removed has become unqualified to serve as a member because such person is no longer the Owner of an interest in a Lot, an officer of a corporate Owner of a Lot, or a partner in a partnership Owner of a Lot.

(2) The remaining members of the Committee shall replace any member who has resigned, been removed as provided above, or who has died. A written record shall be kept of all actions of the Committee. The members of the Committee shall serve without compensation or reimbursement. A written decision signed by two members of the Committee shall be the decision of the Committee.

7. NUISANCES: 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.

8. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, 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.

9. JOINT DRIVEWAY: The owner of each lot shall have, and is hereby granted, the right to use each of the driveways connected to each owner's lot as a part of the original construction by the developer for the purposes of ingress, egress, and regress to and from such owner's lot, to

and from public streets if such driveway is constructed along the conversion line between the properties of two owners. Nothing in this paragraph gives or grants any right to an owner of one lot to park vehicles or permit same to remain on another lot.

10. 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. No single family shall have more than (2) such pets. No pets shall be allowed to roam at large on a lot.

11. BUILDING PLANS AND SPECIFICATIONS: No dwelling or other building shall be erected upon any lot unless the plans and specifications thereof meet or exceed the requirements of "minimum property standards for one and two living units." (FHA No. 300), Federal Housing Administration.

12. ERECTION OF FENCES: No fence shall be erected between the front building line and the street right-of-way line in excess of 3 feet in height. No fence shall be erected on a lot in excess of 6 feet in height.

13. 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 sale period.

14. 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.

15. SIGHT DISTANCE AT INTERSECTION: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 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 distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

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

17. **TIME:** The covenants and conditions contained herein shall run with the land and be binding on all persons acquiring title to any of the aforementioned numbered lots up to and including the 28th day of February, 1984, at which time said covenants and conditions shall be automatically extended for successive periods of ten (10) years. At any time, by written instrument recorded in the office of the Register of Deeds a majority of the owners of lots may change any covenants in whole or in part.

18. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

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

20. **LIGHTING:** The developer reserves the right to subject the real property in this subdivision to a contract with Jones-Onslow Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an additional payment and/or a continuing monthly payment to Jones-Onslow Electric Membership Corporation by the owner of each building.

21. **STREETS:** No fences, structures, or other obstructions shall be allowed within the streets rights of way. The owners of a lot within this subdivision shall not place or erect or allow to be placed or erected any fence, structure, or other obstruction within the street rights of way. If such fence, structure or other obstruction is place or erected in such right of way, the owner of such lot shall remove the same immediately upon notice to do so.

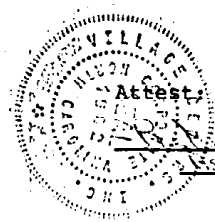
22. **EXCLUSIONS:** These restrictions apply only to the numbered Lots shown on the aforesaid maps and no property outside a numbered Lot (except the streets to the extent herein provided) is encumbered by these restrictions.

23. **STREET EASEMENTS:** The owner of any of the property described by deed recorded in Book 507, Page 260 shall have and is hereby granted access, ingress, egress, and regress over the streets shown on the aforesaid map for access and utility purposes and shall at all times have the right to interconnect to said streets.

BOOK 647 PAGE 821

IN TESTIMONY WHEREOF, Village Cedars, Inc. has caused this instrument to be executed in its corporate name by its _____ President, attested by its Asst Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, this the 15th day of March, 1983.

VILLAGE CEDARS, INC.
By: [Signature]
President



Attest:
[Signature]
Secretary

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, Mary Ann Smith, a Notary Public in and for said County and State, do hereby certify that on the 15 day of March, 1982, before me personally appeared [Signature] with whom I am personally acquainted, who, being by me duly sworn, says that he is _____ President and that [Signature] is _____ Secretary of VILLAGE CEDARS, INC., the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by the said _____ President; that the said _____ President and _____ Secretary subscribed their names thereto and the said common seal was affixed, all by order of the Board of Directors of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 15th day of March, 1982.

[Signature]
Notary Public

My Commission expires:
1/9/84

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

The foregoing certificate of Mary Ann Smith, a Notary Public of Craven County, North Carolina, is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Craven County, North Carolina, in Book 647, Page 815.
Onslow

This 30 day of March, 1983, at 3:36 o'clock P.M.

[Signature]
Register of Deeds

16LJL

*As per
Mail*

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

*mailed to
JIM QUINN
108 Corey Circle
JACKSONVILLE N.C. 28570*

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Village Cedars, Inc., a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in the City of New Bern, State of North Carolina, hereinafter called "Owner," is the owner of all those tract of land located in Onslow County, North Carolina, and designated and known as "Village Cedars, Section I" and "Village Cedars, Section IIA", on those certain plats recorded in Map Book 21, Page 194 and Map Book 22, Page 1, Slide B269, in the office of the Register of Deeds of Onslow County.

AND WHEREAS, Owner desires to provide for stability and appeal in the development of said land;

NOW, THEREFORE, Owner hereby covenants and agrees to and with all persons, firms, and corporations now owning or hereafter acquiring any of the numbered lots shown on said maps, that all of said numbered lots shall be and the same now are, to the extent hereinafter defined and described, subject to the following restrictions as to the use thereof, running with said land by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE: The word "Lot" as used herein shall mean the separately numbered parcels shown on the aforesaid maps. For example parcel 29A is one lot; Parcel 29B is one lot. No lot shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling or one half of one duplex dwelling (two-family dwelling with separate living quarters for each family) not to exceed two and one-half stories in height, private garages and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. This covenant shall not be construed as prohibiting the use of one lot to erect a model home for sales purposes.

2. DWELLING, QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one story open porches and garages, shall be, if a single family residence, not less than 850 square feet for a one story dwelling, nor less than 700 square feet for a dwelling of more than one story; if a duplex, not less than 600 square feet of enclosed heated area for each individual unit in the duplex.

3. BUILDING LOCATION: No building shall be located on any lot nearer than 20 feet to the front line nor nearer than 10 feet to any side street line. Where a corner lot is involved, "front lot line" shall be deemed to be that line toward which the main structure fronts.

(a) Front Line - If a structure fronts on two streets it shall be located at least 20 feet from one street and at least 10 feet from the other.

(b) Side Line - No dwelling shall be located with respect to side lot lines so as to be nearer than 6 feet to the side lot line of a lot bearing a different numerical (as opposed to alphabetical) designation. For the location of a dwelling, there is no side lot line requirement with respect to the side lot line of a lot bearing the same numerical designation. No detached building other than a dwelling may be located nearer than 6 feet to any lot line.

For the purpose of this covenant, eaves, steps, fireplace chases, and open porches shall not be considered as part of a building. An error of not more than ten percent (10%) in the location of a building on the lot with respect to the minimum setback lines shall not be considered a violation of this covenant.

4. EXTERIOR MAINTENANCE: Each owner of a lot in Village Cedars shall provide exterior maintenance upon each lot as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements.

5. PARTY WALLS - BEALL'S RULE: Each wall of each duplex, which is built as a part of the original construction of the duplex, and all reconstruction or extensions of such walls shall constitute party walls and to the extent not inconsistent with the provisions of this Paragraph, the general rules of law regarding party walls, lateral support, below-ground construction, and of liability for property damage due to negligence or willful acts or omissions regarding such constructions shall apply thereto. Such wall shall be subject to the following additional rules:

(a) The cost of reasonable repair and maintenance of a party wall shall be shared pro rata by the owners who made use of the wall.

(b) If a party wall is destroyed or damaged by fire or other casualty, any owner who has used or benefited from the wall may restore it, and if the other owner thereafter makes use or benefit from the wall, he shall contribute pro rata to the cost of restoration thereof, without prejudice, however, to the right of either of the owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

(c) Notwithstanding any other provisions of this Paragraph, an owner who by his negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(d) The right of any owner to contribution from any other owner under this Paragraph shall be appurtenant to the land and shall pass to such owner's successors in title. The rights of contribution herein enumerated shall not constitute a lien or encumbrance on the title to the property against which such rights exist but shall be personal to the person owning the property at the time the rights arise.

(e) In the event of any dispute arising concerning a party wall, or under the provisions of this section, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

(f) In the event that a unit of a duplex erected on one lot encroaches not more than three feet onto the adjoining lot which bears the same numerical designation, an easement appurtenant to the encroaching Lot hereby is granted over the Lot encroached upon for the natural duration of the encroachment. The intent and purpose of this subparagraph is to prevent hardship and expense incurred in removing any duplex unit mistakenly constructed by one owner on property belonging to another and which does not have a material adverse effect thereon. Nothing herein shall grant any easement for any encroachment unless the encroachment either (1) exists as of the date of recordation of this Declaration or is a part of the original construction by Owner or (2) the encroachment thereafter is constructed in good faith and according to plans and specifications approved by the Architectural Control Committee.

6. ARCHITECTURAL CONTROL.

(a) No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material, and location of the same shall have been submitted to and approved in writing as to harmony of external design to include painting and location in relation to surrounding structures and topography by an Architectural Control Committee formed as hereinafter specified. The provisions of this paragraph shall not apply to original construction by Village Cedars, Inc., or its successor in the development of the property. The exterior walls of each unit in a single duplex shall be painted the same color.

(b) There is hereby constituted an Architectural Control Committee (Committee) which shall consist of three individuals to be appointed, to be replaced, to possess the qualifications and to possess the powers as specified in this instrument.

(1) The initial members of the Committee shall be Dennis V. Thomas, Lola Thomas and Joe L. Alcoke. They shall serve until they die, resign or are replaced as herein provided. All members of the Committee shall be the owner of all or an interest in a lot, an officer of a corporate owner of a lot, or a partner in a partnership owner of a lot. A member of the Committee may resign by document directed to the attention of the remaining members of the Committee. A member may be removed by the remaining members of the Committee, if the member being removed has become unqualified to serve as a member because such person is no longer the Owner of an interest in a Lot, an officer of a corporate Owner of a Lot, or a partner in a partnership Owner of a Lot.

(2) The remaining members of the Committee shall replace any member who has resigned, been removed as provided above, or who has died. A written record shall be kept of all actions of the Committee. The members of the Committee shall serve without compensation or reimbursement. A written decision signed by two members of the Committee shall be the decision of the Committee.

7. NUISANCES: 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.

8. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, 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.

9. JOINT DRIVEWAY: The owner of each lot shall have, and is hereby granted, the right to use each of the driveways connected to each owner's lot as a part of the original construction by the developer for the purposes of ingress, egress, and regress to and from such owner's lot, to

and from public streets if such driveway is constructed along the conversion line between the properties of two owners. Nothing in this paragraph gives or grants any right to an owner of one lot to park vehicles or permit same to remain on another lot.

10. 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. No single family shall have more than (2) such pets. No pets shall be allowed to roam at large on a lot.

11. BUILDING PLANS AND SPECIFICATIONS: No dwelling or other building shall be erected upon any lot unless the plans and specifications thereof meet or exceed the requirements of "minimum property standards for one and two living units." (FHA No. 300), Federal Housing Administration.

12. ERECTION OF FENCES: No fence shall be erected between the front building line and the street right-of-way line in excess of 3 feet in height. No fence shall be erected on a lot in excess of 6 feet in height.

13. 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 sale period.

14. 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.

15. SIGHT DISTANCE AT INTERSECTION: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 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 distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

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

17. TIME: The covenants and conditions contained herein shall run with the land and be binding on all persons acquiring title to any of the aforementioned numbered lots up to and including the 28th day of February, 1984, at which time said covenants and conditions shall be automatically extended for successive periods of ten (10) years. At any time, by written instrument recorded in the office of the Register of Deeds a majority of the owners of lots may change any covenants in whole or in part.

18. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

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

20. LIGHTING: The developer reserves the right to subject the real property in this subdivision to a contract with Jones-Onslow Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an additional payment and/or a continuing monthly payment to Jones-Onslow Electric Membership Corporation by the owner of each building.

21. STREETS: No fences, structures, or other obstructions shall be allowed within the streets rights of way. The owners of a lot within this subdivision shall not place or erect or allow to be placed or erected any fence, structure, or other obstruction within the street rights of way. If such fence, structure or other obstruction is place or erected in such right of way, the owner of such lot shall remove the same immediately upon notice to do so.

22. EXCLUSIONS: These restrictions apply only to the numbered Lots shown on the aforesaid maps and no property outside a numbered Lot (except the streets to the extent herein provided) is encumbered by these restrictions.

23. STREET EASEMENTS: The owner of any of the property described by deed recorded in Book 507, Page 260 shall have and is hereby granted access, ingress, egress, and regress over the streets shown on the aforesaid map for access and utility purposes and shall at all times have the right to interconnect to said streets.

BOOK 657 PAGE 31

IN TESTIMONY WHEREOF, Village Cedars, Inc. has caused this instrument to be executed in its corporate name by its _____ President, attested by its Asst Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, this the _____ day of _____, 1983.

VILLAGE CEDARS, INC.

By: [Signature]
President

Attest:

Rebecca R Jones
Asst Secretary

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, Mary Ann Smith, a Notary Public in and for said County and State, do hereby certify that on the 23rd day of June, 1983, before me personally appeared Rebecca R Jones with whom I am personally acquainted, who, being by me duly sworn, says that he is Asst Secretary and that Rebecca R Jones is Asst Secretary of VILLAGE CEDARS, INC., the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by the said _____ President; that the said _____ President and Asst Secretary subscribed their names thereto and the said common seal was affixed, all by order of the Board of Directors of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 23rd day of June, 1983.

Mary Ann Smith
Notary Public

My Commission expires:

1/9/84

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

The foregoing certificate of Mary Ann Smith, a Notary Public of County, North Carolina, is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of County, North Carolina, in Book 657, Page 25.

This 24 day of June, 1983, at 4:17 o'clock P.M.

Mildred M. Blount
Register of Deeds

16LJL

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, VILLAGE CEDARS, INC., a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in the City of New Bern, State of North Carolina, hereinafter called "Owner," is the owner of all those tracts of land located in Onslow County, North Carolina, and designated and known as "Village Cedars, Section IIB", on those certain plats recorded in Map Book 22, Page 25, Slide 293, in the office of the Register of Deeds of Onslow County.

AND, WHEREAS, Owner desires to provide for stability and appeal in the development of said land;

NOW, THEREFORE, Owner hereby covenants and agrees to and with all persons, firms, and corporations now owning or hereafter acquiring any of the numbered lots shown on said maps, that all of said numbered lots shall be and the same now are, to the extent hereinafter defined and described, subject to the following restrictions as to the use thereof, running with said land by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE: The word "Lot" as used herein shall mean the separately numbered parcels shown on the aforesaid maps. For example parcel 36A is one Lot; parcel 36B is one Lot. No Lot shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such Lot other than one detached single family dwelling or one half of one duplex dwelling (two-family dwelling with separate living quarters for each family) not to exceed two and one-half stories in height, private garages and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are

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constructed in line with the general architectural design and construction standards used in the dwelling itself. This covenant shall not be construed as prohibiting the use of one Lot to erect a model home for sales purposes.

2. DWELLING, QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one story open porches and garages, shall be, if a single family residence, not less than eight hundred fifty (850) square feet for a one story dwelling, nor less than seven hundred (700) square feet for a dwelling of more than one story; if a duplex, not less than six hundred (600) square feet of enclosed heated area for each individual unit in the duplex.

3. BUILDING LOCATION: No building shall be located on any Lot nearer than twenty (20) feet to the front line nor nearer than ten (10) feet to any side street line. Where a corner Lot is involved, "front lot line" shall be deemed to be that line toward which the main structure fronts.

(a) Front Line - If a structure fronts on two streets it shall be located at least twenty (20) feet from one street and at least ten (10) feet from the other.

(b) Side Line - No dwelling shall be located with respect to side lot lines so as to be nearer than six (6) feet to the side lot line of a Lot bearing a different numerical (as opposed to alphabetical) designation. For the location of a dwelling, there is no side lot line requirement with respect to the side lot line of a Lot bearing the same numerical designation. No detached building other than a dwelling may be located nearer than six (6) feet to any lot line.

For the purpose of this covenant, eaves, steps, fireplace chases, and open porches shall not be considered as part of a building. An error of not more than ten percent (10%) in the location of a building on the Lot with respect to the minimum setback lines shall not be considered a violation of this covenant.

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4. EXTERIOR MAINTENANCE: Each owner of a Lot in Village Cedars shall provide exterior maintenance upon each Lot as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements.

5. PARTY WALLS - BEALL'S RULE: Each wall of each duplex, which is built as a part of the original construction of the duplex, and all reconstruction or extensions of such walls shall constitute party walls and to the extent not inconsistent with the provisions of this Paragraph, the general rules of law regarding party walls, lateral support, below-ground construction, and of liability for property damage due to negligence or willful acts or omissions regarding such constructions shall apply thereto. Such wall shall be subject to the following additional rules:

(a) The cost of reasonable repair and maintenance of a party wall shall be shared pro rata by the owners who made use of the wall.

(b) If a party wall is destroyed or damaged by fire or other casualty, any owner who has used or benefited from the wall may restore it, and if the other owner thereafter makes use or benefit from the wall, he shall contribute pro rata to the cost of restoration thereof, without prejudice, however, to the right of either of the owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

(c) Notwithstanding any other provisions of this Paragraph, an owner who by his negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(d) The right of any owner to contribution from any other owner under this Paragraph shall be appurtenant to the

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land and shall pass to such owner's successors in title. The rights of contribution herein enumerated shall not constitute a lien or encumbrance on the title to the property against which such rights exist but shall be personal to the person owning the property at the time the rights arise.

(e) In the event of any dispute arising concerning a party wall, or under the provisions of this section, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

(f) In the event that a unit of a duplex erected on one Lot encroaches not more than three feet onto the adjoining Lot which bears the same numerical designation, an easement appurtenant to the encroaching Lot hereby is granted over the Lot encroached upon for the natural duration of the encroachment. The intent and purpose of this subparagraph is to prevent hardship and expense incurred in removing any duplex unit mistakenly constructed by one owner on property belonging to another and which does not have a material adverse effect thereon. Nothing herein shall grant any easement for any encroachment unless the encroachment either (1) exists as of the date of recordation of this Declaration or is a part of the original construction by Owner or (2) the encroachment thereafter is constructed in good faith and according to plans and specifications approved by the Architectural Control Committee.

6. ARCHITECTURAL CONTROL.

(a) No building, fence, wall or other structure shall be commenced, erected, or maintained within the subdivision, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material, and location of the same shall have been submitted to and approved in writing

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as to harmony of external design to include painting and location in relation to surrounding structures and topography by and Architectural Control Committee formed as hereinafter specified. The provisions of this paragraph shall not apply to original construction by Village Cedars, Inc., or its successor in the development of the property. The exterior walls of each unit in a single duplex shall be painted the same color.

(b) There has been constituted an Architectural Control Committee (Committee) dealing with Section I and Section IIA of Village Cedars by instrument recorded in Book 657, Page 25. The property encumbered by these restrictions shall be dealt with by the same Committee and subject to the powers of the same Committee.

(1) The members of the existing Committee are Dennis V. Thomas, Lola Thomas and Joe L. Alcoke. They shall serve until they die, resign or are replaced as herein provided. All members of the Committee shall be the owner of all or an interest in a Lot, an officer of a corporate owner of a Lot, or a partner in a partnership owner of a Lot. A member of the Committee may resign by document directed to the attention of the remaining members of the Committee. A member may be removed by the remaining members of the Committee, if the member being removed has become unqualified to serve as a member because such person is no longer the Owner of an interest in a Lot, an officer of a corporate Owner of a Lot, or a partner in a partnership Owner of a Lot.

(2) The remaining members of the Committee shall replace any member who has resigned, been removed as provided above, or who has died. A written record shall be kept of all actions of the Committee. The members of the Committee shall serve without compensation or reimbursement. A written

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decision signed by two members of the Committee shall be the decision of the Committee.

7. NUISANCES: 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.

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

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9. JOINT DRIVEWAY: The owner of each Lot shall have, and is hereby granted, the right to use each of the driveways connected to each owner's Lot as a part of the original construction by the owner for the purposes of ingress, egress, and regress to and from such owner's Lot, to and from public streets if such driveway is constructed along the division line between the properties of two owners. Nothing in this Paragraph gives or grants any right to an owner of one Lot to park vehicles or permit same to remain on another Lot.

10. 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. No single family shall have more than two (2) such pets. No pets shall be allowed to roam at large on a Lot.

11. BUILDING PLANS AND SPECIFICATIONS: No dwelling or other building shall be erected upon any Lot unless the plans and specifications thereof meet or exceed the requirements of "minimum property standards for one and two living units." (FHA No. 300), Federal Housing Administration.

12. ERECTION OF FENCES: No fence shall be erected between the front building line and the street right-of-way line in excess of three (3) feet in height. No fence shall be erected on a Lot in excess of six (6) feet in height.

13. 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 (1) square foot parallel to the building line, one sign of not more than three (3) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

14. 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.

15. SIGHT DISTANCE AT INTERSECTION: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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 (25) feet from the intersection of the street lines, 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

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any Lot within ten (10) 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 distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

16. TEMPORARY STRUCTURES: No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

17. TIME: The covenants and conditions contained herein shall run with the land and be binding on all persons acquiring title to any of the aforementioned numbered lots up to and including the 28th day of February, 1984, at which time said covenants and conditions shall be automatically extended for successive periods of ten (10) years. At any time, by written instrument recorded in the office of the Register of Deeds a majority of the owners of lots may change any covenants in whole or in part.

18. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

19. 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.

20. LIGHTING: Owner reserves the right to subject the real property in this subdivision to a contract with Jones-Onslow Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an additional payment and/or a continuing monthly

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payment to Jones-Onslow Electric Membership Corporation by the owner of each building.

21. STREETS: No fences, structures, or other obstructions shall be allowed within the streets rights of way: The owners of a Lot within this subdivision shall not place or erect or allow to be placed or erected any fence, structure, or other obstruction within the street rights of way. If such fence, structure or other obstruction is place or erected in such right of way, the owner of such Lot shall remove the same immediately upon notice to do so.

22. EXCLUSIONS: These restrictions apply only to the numbered Lots shown on the aforesaid maps and no property outside a numbered Lot (except the streets to the extent herein provided) is encumbered by these restrictions.

23. STREET EASEMENTS: The owner of any of the property described by deed recorded in Book 507, Page 260, shall have and is hereby granted access, ingress, egress, and regress over the streets shown on the aforesaid map for access and utility purposes and shall at all times have the right to interconnect to said streets.

IN TESTIMONY WHEREOF, Village Cedars, Inc. has caused this instrument to be executed in its corporate name by its _____ President, attested by its Asst Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, this the 8 day of November, 1983.

VILLAGE CEDARS, INC.

By: [Signature]
President



[Signature]
Secretary

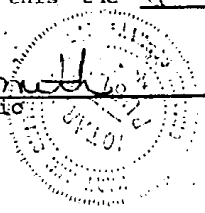
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STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, Mary Ann Smith, a Notary Public in and for said County and State, do hereby certify that on the 28 day of November, 1983, before me personally appeared David J. Sisco with whom I am personally acquainted, who, being by me duly sworn, says that he is President and that Rebecca Allen is Asst Secretary of VILLAGE CEDARS, INC., the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by the said President; that the said President and Asst Secretary subscribed their names thereto and the said common seal was affixed, all by order of the Board of Directors of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 28 day of November, 1983.

Mary Ann Smith
Notary Public



My Commission expires:
11/9/84

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

The foregoing certificate of Mary Ann Smith, a Notary Public of Craven County, North Carolina, is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Onslow County, North Carolina, in Book 673, Page 114.

This 14 day of November, 1983, at 12:30 o'clock P..M.

Medred M. Thomas
Register of Deeds

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