

18
Fisher

BOOK 1658 PAGE 848

Prepared by: Glenn O'Keith Fisher, Attorney

20 OCT 11 PM 4:03

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

DECLARATION OF RESTRICTIVE COVENANTS
WALNUT HILLS, SECTION I

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 6TH day of October, 2000, by WALNUT HILLS OF NORTH CAROLINA, INC., hereinafter called "Declarants."

WITNESSETH:

THAT WHEREAS, the Declarants are the owners of the real property described in Article I 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 are for the benefit of such property and for each owner thereof, 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 Declarants hereby declare that the real property in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

1. SUBJECT 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 those lots 1-21 as shown on that certain plat entitled "Final Plat Walnut Hills, Section I, Richlands Township, Onslow County, North Carolina" as recorded on July 18, 2000 in Map Book 39, Page 228. Slide K-694 in the Onslow County Registry.

2. PURPOSES: No lot, lots, or portions thereof shall be put to any use other than for residential purposes, except that any lot may be used by the Declarants for a street or roadway Lot 3 may be used to gain access to that certain 4.74 acre tract of land located northwest and adjacent to said lot as described in that certain deed of even date herewith from Carol Lynn Cossette to Nancy S. Fournier.

3. LAND USE AND BUILDING TYPE: No building 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 not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants

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of the lot occupant only, and such other outbuildings as may be reasonable appurtenant to the dwelling, provided that the same are constructed in line with general architectural design and

construction standards used as the dwelling itself. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales purposes.

Once construction is started on any lot, the improvements and landscaping shall be completed in accordance with plans and specifications within twelve (12) months from commencement, with extensions approved by the Declarant. No dwelling may be occupied until it is completed.

4. 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 which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

5. 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 1400 square feet for a one-story dwelling nor less than 1200 square feet for a dwelling of more than one story. The height of all foundations shall be 20 inches or higher above the finished grade of the ground after all landscaping is completed. All foundations shall be brick or stone, veneer unless the house has a stucco exterior in which event the foundation may be covered with stucco. No cinder block, concrete block or equivalent construction shall be visible after construction is completed.

6. BUILDING LOCATION: No building shall be located on any corner lot nearer to the front line or any side street line than as shown on the recorded plat. No building shall be located with respect to interior side lot lines so as to be nearer than 10 feet to either such line. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat nor nearer than 20 feet to the rear lot line, and no garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps, open porches, and carports shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten percent (10%) in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

7. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the front minimum set back line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred, if any such lots as shown do not meet these requirements.

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.

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and/or assigns reserves the right to adjust boundary lines and numbered lots on the plat referred to above without the consent of anyone.

9. 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.

10. EASEMENTS: Easements for installation or maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot and 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 a 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.

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 service, drainage or other utilities including water and sewer services.

11. 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. Any and all pets shall not be allowed on the premises unless same are under direct control of the owner at all times and are not creating a nuisance or annoyance to the other owners within the property.

12. 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.

13. ERECTION OF FENCES: No fence over four (4) feet in height shall be constructed between the front building line and the back lot line nearer than 10 feet to any lot line. No fence shall be erected between the front building line and the street right of way unless such fence shall be of an ornamental nature. Brick and split-rail fences shall be deemed to meet the requirements of this restriction.

14. 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 six (6) 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.

15. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as

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a dumping ground for rubbish. No junk or abandoned automobiles or parts thereof shall be placed or be allowed to remain or be stored on any lot. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition. The Declarant reserves to right for itself, its successors and assigns to contract for the garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same, so long as public garbage services are not available.

In the event a lot owner fails to maintain their lot and the improvements located thereon in a manner in keeping with other property in the neighborhood, the Declarant further reserves the right, but not the obligation, to clear the lot and improvements of any trash, garbage or other waste and to cut and clear the grass, weeds and undergrowth upon any lot and to charge the same to the owner.

16. SIGHT DISTANCE AT INTERSECTIONS: 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 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 distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. TEMPORARY STRUCTURES: No structure of a temporary character, mobile home, double-wide mobile home, trailer, camper, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. It is provided, however, that the Declarant may grant permission for any such temporary storage of materials during construction. Any such temporary structures as may be approved shall not be used at any time as a dwelling. No trailer, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any vehicle be allowed to remain on any lot at any time for any purposes unless it is parked behind the main dwelling structure or placed inside the carport or garage.

18. DRIVEWAY TILES AND DRAINAGE: All driveways shall have drainage tile in the street ditches installed and sized in accordance with the N. C. Highway Commission standards and such tile shall be covered by such dirt cover as required by the North Carolina Department of Transportation and the manufacturer of the driveway tile. All driveways shall be constructed of a hard paved surface.

19. 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 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 (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.

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20. 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 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 of 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.

21. MODIFICATION OF RESTRICTIVE COVENANTS: These restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarants or their successors in title and by the owner 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 Declarants own sixty percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

22. ANNEXATION: Declarant, for itself and its successors and assigns, reserves the right to access and service other portions of property belonging to Declarant or other property designated by Declarant using the streets and the water and sewer systems shown on the recorded map or lying within the subdivision and reserves the right to grant access for the purposes of ingress, egress, regress and the installation and maintenance of utilities and further subdivision over the streets shown on the recorded map and to the water and sewer systems within the subdivision to any area outside the subdivision to which Declarant deems such grant desirable. Declarant reserves the right to annex additional portions of its property located in the area of the subdivision into this Subdivision and to make such additional property subject to the Restrictions herein provided. In the event Declarant does so, the owners of such additional property and the owners of the lots in this subdivision shall have identical rights and duties. Any such annexation(s) shall be evidenced by a written instrument of annexation recorded in the Office of the Register of Deeds of Onslow County, which refers to this instrument.

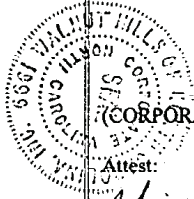
23. TRANSFER BY DECLARANT: The Declarant, by written and recorded instrument specifically referring to the provisions of this document, may transfer to a subsequent owner of the property now owned by Declarant in the general area of the Subdivision, any of the rights herein reserved by Declarant.

24. 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 undersigned have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in its corporate name by its President, attested to by its Secretary, its common corporate seal affixed hereto, all as the act and deed of the said corporation and by authority of its Board of Directors duly and legally given this day and

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year first above written.



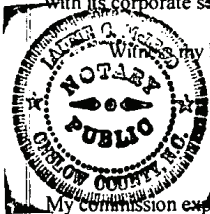
WALNUT HILLS OF NORTH CAROLINA, INC.

BY: Richard A. Padrick (SEAL)
Richard A. Padrick, President

Attest:
Gail D. Padrick
Gail D. Padrick, Secretary

NORTH CAROLINA
ONSLOW COUNTY

I, a Notary Public of the County and State aforesaid, certify that Gail D. Padrick, personally came before me this day and acknowledged that he is Secretary of Walnut Hills of North Carolina, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Secretary.



Witness my hand and official stamp or seal, this 6th day of October, 2000.

Laurie C. McLeod
NOTARY PUBLIC

My commission expires: 2/28/2001

OCT 11 PM 4:03

NORTH CAROLINA, ONSLOW COUNTY LAURIE C. MCLEOD
The foregoing certificate(s) of _____

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 1658 Page 848 This 11TH day of OCTOBER
2000 at 4:03 o'clock P. M.
Michael M. Thomas By _____
Register of Deeds, Onslow County Register of Deeds

12
Bardill

BOOK 1660 PAGE 704

Prepared by: Mark D. Bardill

2000 OCT 20 PM 12: 15

THIS DOCUMENT PRESENTED TO
THE ONSLOW COUNTY TAX OFFICE
DATE 10/20/00 CLERK RW

NORTH CAROLINA

ONSLow COUNTY

AMENDED RESTRICTIVE
COVENANTS
WALNUT HILLS, SECTION I

THIS AMENDMENT TO RESTRICTIVE COVENANTS is made this 19th day of October, 2000, by Walnut Hills of North Carolina, Inc., a North Carolina corporation ("Declarant") and by Hillcrest Homebuilders, Inc., a North Carolina corporation ("Lot Owner") of Onslow County, North Carolina.

WHEREAS, Declarant and Lot Owner are all of the owners of the lots known as Walnut Hills Subdivision, Section I, as shown on that plat recorded in Map Book 39, Page 228, Slide K-694, Onslow County Registry;

AND WHEREAS, Declarant has previously caused to be recorded in Book 1658, Page 848, Onslow County Registry, restrictive covenants as to said lots;

AND WHEREAS, Declarant desires to amend said restrictive covenants as provided below and Lot Owner consents to said amendments;

NOW THEREFORE, it is hereby declared that the restrictive covenants recorded in Book 1658, Page 848, Onslow County Registry are hereby amended as follows:

1. Paragraph 14 entitled "Signs" shall have an additional sentence added to the end of said paragraph to read as follows:

Provided, however, Lot 3 may have, in addition to the signs set forth above, one 2' X 5' landscaped and professionally constructed unilluminated sign advertising the boarding stables located on the 4.74 acre tract located northwest of said lot, said sign located no more than 3' above the ground and no closer to the street right of way than 10'.

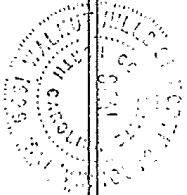
2. Except as so amended, the restrictive covenants recorded in Book 1658, Page 848, Onslow County Registry are in full force and effect and are hereby ratified and confirmed by the parties hereto.

BOOK 1660 PAGE 705

IN TESTIMONY WHEREOF, Declarant and Lot Owner, have caused this instrument to be executed in their respective corporate names by their Presidents, attested to by their Secretaries, their common corporate seals affixed hereto, all as the act and deed of the said corporations and by authority of their Board of Directors duly and legally given this day and year first above written.

Walnut Hills of North Carolina, Inc.

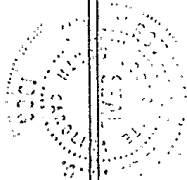
By: Richard A. Padrick
President



Pamela S. Weston
Secretary

Hillcrest Homebuilders, Inc.

By: Richard A. Padrick
President



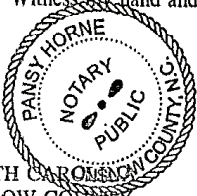
Shirley D. Padrick
Secretary

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NORTH CAROLINA
ONslow COUNTY

I, a Notary Public, do hereby certify that Pamela S Watson
personally appeared before me this day and acknowledged that he is Secretary of
Walnut Hills of North Carolina, Inc., a corporation, and that by authority duly given and as
the act of the corporation, the foregoing instrument was signed in its name by its President,
sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and official seal, this the 19th day of October ,
2000.

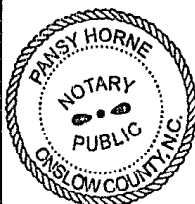


 Pansy Horne
NOTARY PUBLIC

NORTH CAROLINA
ONslow COUNTY

I, a Notary Public, do hereby certify that Gail D. Padrick
personally appeared before me this day and acknowledged that he is Secretary of
Hillcrest Homebuilders, Inc., a corporation, and that by authority duly given and as the act
of the corporation, the foregoing instrument was signed in its name by its President, sealed
with its corporate seal, and attested by himself as its Secretary.

Witness my hand and official seal, this the 19th day of October ,
2000.



 Pansy Horne
NOTARY PUBLIC

My Commission expires: 7/08/02

NORTH CAROLINA, ONslow COUNTY.

The foregoing certificate(s) of Pansy Horne
is/are certified to be correct. This instrument was presented for registration and
recorded in this office in Book: 1660 , Page: 704 .

This 20th day of October , 20 00 at 12:15 o'clock P. .M.

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

BOOK 1763 PAGE 906

*File
Fishes*

NORTH CAROLINA

2001 OCT 15 PM 4:05

ONslow COUNTY

AMENDMENT OF RESTRICTIVE COVENANTS

THIS AMENDMENT OF RESTRICTIVE COVENANTS, made this the 12th day of ~~May~~ ^{October}, 2001 by WALNUT HILLS OF NORTH CAROLINA, INC., a corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as "Declarant."

WITNESSETH:

THAT WHEREAS, the Declarant is the developer of certain property located in Richlands Township, Onslow County, North Carolina and more particularly described as follows:

Being all of those lots 1-21 as shown on that certain plat entitled "Final Plat Walnut Hills, Section I, Richlands Township, Onslow County, North Carolina" as recorded on July 18, 2000 in Map Book 39, Page 228, Slide K-694 in the Onslow County Registry.

WHEREAS, said subdivision contains twenty-one (21) lots; and

WHEREAS, by document dated October 6, 2000 and recorded October 11, 2000 in Deed Book 1658, Page 848, Onslow County Registry, the Declarant placed certain covenants and restrictions upon said property by a document entitled "Declaration of Restrictive Covenants Walnut Hills, Section I," hereinafter referred to as the "Declaration;" and

WHEREAS, said Declaration provides in paragraph twenty-one (21) as follows:

MODIFICATION OF RESTRICTIVE COVENANTS: These restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarants or their successors in title or by the owner 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

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office of the Register of Deeds of Onslow County, North Carolina. If the Declarants own sixty percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone;

and

WHEREAS, the Declarant is the owner of over sixty percent (60%) of the aforesaid subdivided lots and therefore can amend the covenants against said property without the consent of any other party.

WHEREAS, the Declarant wishes to amend the aforesaid Declaration by adding the following paragraph to the aforesaid Declaration:

25. STORMWATER MANAGEMENT REGULATIONS: These covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8991139, as issued by the Division of Water Quality under NCAC 2H.1000 and in accordance therewith the following provisions shall apply:

- A. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.
- B. These covenants are to run with the land and be binding on all persons and parties claiming under them.
- C. 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.
- D. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the State of North Carolina.
- E. The maximum allowable built-upon area per lot is 6231 square feet.

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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.

- F. 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.
- G. Each lot will maintain a 30 foot wide vegetated buffer between all impervious areas and surface waters.
- H. All roof drains shall terminate at least 30 feet from the mean high water mark.

NOW, THEREFORE FOR VALUABLE CONSIDERATION IN HAND PAID, the receipt of which is hereby acknowledged, the Declarant does hereby amend and modify that Declaration recorded in Deed Book 1658, Page 848, Onslow County Registry by adding the following:

STORMWATER MANAGEMENT REGULATIONS: These covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number _____, as issued by the Division of Water Quality under NCAC 2H.1000 and in accordance therewith the following provisions shall apply:

BOOK 1763 PAGE 909

- A. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.
- B. These covenants are to run with the land and be binding on all persons and parties claiming under them.
- C. 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.
- D. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the State of North Carolina.
- E. The maximum allowable built-upon area per lot is 6231 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.
- F. 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.
- G. Each lot will maintain a 30 foot wide vegetated buffer between all impervious areas and surface waters.

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H. All roof drains shall terminate at least 30 feet from the mean high water mark.

That this provision shall have the same force and effect as if it were contained in the original document recorded in Deed Book 1658, Page 848, Onslow County Registry. Except as specifically set forth herein, the provisions of the aforesaid Declaration shall remain in full force and effect.

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in its corporate name by its President, attested to by its Secretary, its common corporate seal affixed hereto, all as the act and deed of the said corporation and by authority of its Board of Directors duly and legally given this day and year first above written.

WALNUT HILLS OF NORTH CAROLINA, INC.

By: Richard A. Padrick (SEAL)
Richard A. Padrick, President

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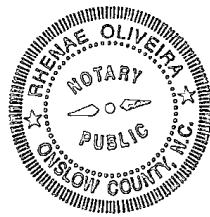
NORTH CAROLINA
ONSWLOW COUNTY

I, a Notary public of the County and State aforesaid, certify that RICHARD A. PADRICK, personally came before me this day and acknowledged that he is President of Walnut Hills of North Carolina, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President.

Witness my hand and official stamp or seal, this 12th day of October 2001.

Rhena Oliveira
NOTARY PUBLIC

My commission expires: 6-13-2005



NORTH CAROLINA, ONSLOW COUNTY Rhena Oliveira
The foregoing certificate(s) of _____

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 1763 Page 906 This 15th day of October
2001 A.D., at 4:05 o'clock P. M.
Michael M. Adams By _____
Register of Deeds, Onslow County Register of Deeds

BOOK 1818 PAGE 220

803
Sishes

NORTH CAROLINA

ONslow COUNTY

202 MAR -1 PM 4:02

AMENDMENT OF RESTRICTIVE COVENANTS

THIS AMENDMENT OF RESTRICTIVE COVENANTS, made this the 1st day of March, 2002 by WALNUT HILLS OF NORTH CAROLINA, INC., a corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as "Declarant," and HILLCREST HOME BUILDERS, INC., a corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as "Hillcrest."

W I T N E S S E T H:

THAT WHEREAS, the Declarant is the developer of certain property located in Richlands Township, Onslow County, North Carolina and more particularly described as follows:

Being all of those lots 1-21 as shown on that certain plat entitled "Final Plat Walnut Hills, Section I, Richlands Township, Onslow County, North Carolina" as recorded on July 18, 2000 in Map Book 39, Page 228, Slide K-694 in the Onslow County Registry.

WHEREAS, said subdivision contains twenty-one (21) lots; and

WHEREAS, by document dated October 6, 2000 and recorded October 11, 2000 in Deed Book 1658, Page 848, Onslow County Registry, the Declarant placed certain covenants and restrictions upon said property by a document entitled "Declaration of Restrictive Covenants Walnut Hills, Section I," hereinafter referred to as the "Declaration;" and

WHEREAS, by document dated October 12, 2001 and recorded October 15, 2001 in Deed Book 1763, Page 906, Onslow County Registry, the Declarant amended the aforesaid Declaration by a document entitled "Amendment of Restrictive Covenants;" and

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WHEREAS, said original Declaration provides in paragraph twenty-one (21) as follows:

MODIFICATION OF RESTRICTIVE COVENANTS: These restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarants or their successors in title or by the owner 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 Declarants own sixty percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone;

and

WHEREAS, the Declarant and Hillcrest are together the owners of over sixty percent (60%) of the aforesaid subdivided lots and therefore can amend the covenants against said property without the consent of any other party.

WHEREAS, the Declarant wishes to amend the aforesaid Declaration as set forth below.

NOW, THEREFORE FOR VALUABLE CONSIDERATION IN HAND PAID, the receipt of which is hereby acknowledged, the Declarant does hereby amend and modify that Declaration recorded in Deed Book 1658, Page 848, Onslow County Registry as follows:

A. By deleting paragraph 5 entitled "Dwelling Quality and Size" in its entirety and in its place and stead substituting the following:

5. Dwelling Quality and Size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1600 square feet for a one-story dwelling nor less than 750 square feet for a dwelling of more than one-story. In no event shall the living area of any dwelling be less than 1600 square feet, exclusive of open porches and garages. The height of all foundations shall be twenty (20) inches or higher above the finished grade of the ground after all landscaping is completed. All foundations shall be of brick or stone veneer, unless the house has stucco exterior in which event the foundation may be covered with stucco. No cinder block, concrete block or equivalent construction shall be visible after construction is completed.

BOOK 1818 PAGE 222

B. By deleting paragraph 13 entitled "Erection of Fences" in its entirety and in its place and stead substituting the following:

13. Fences. No fence shall be erected between the front wall of the main dwelling and the street right of way line unless such fence shall be of an ornamental of a height of three feet or less. Brick, split rail and painted or vinyl picket-fences shall be deemed to meet the requirements. Of this restriction; chain link fence shall not.

No fence may be erected between the front wall of the main dwelling and the back lot line in excess of four (4) feet in height unless such fence is made of wood or manufactured vinyl in which case the fence may be up to but shall not exceed eight feet in height.

The term "fence" as used in this paragraph shall include but not be limited to a wall, fence, landscaping berm or hedge which act as a fence or privacy or security indwelling structure.

That these provisions shall have the same force and effect as if they were contained in the original document recorded in Deed Book 1658 Page 848 Onslow County Registry. Except as specifically set forth herein, the provisions of the aforesaid Declaration shall remain in full force and effect.

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in its corporate name by its President, attested to by its Secretary, its common corporate seal affixed hereto, all as the act and deed of the said corporation and by authority of its Board of Directors duly and legally given this day and year first above written.

WALNUT HILLS OF NORTH CAROLINA, INC.

By: Richard A. Padrick (SEAL)
Richard A. Padrick, President

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NORTH CAROLINA
ONSWLOW COUNTY

I, a Notary public of the County and State aforesaid, certify that RICHARD A. PADRICK, personally came before me this day and acknowledged that he is President of Walnut Hills of North Carolina, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President.

Witness my hand and official stamp or seal, this 1st day of March 2002.

Rhena Oliveira
NOTARY PUBLIC

My commission expires: 6-13-2005



NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Rhena Oliveira

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 818 Page 20 This 1 day of March
2002 A.D., at 4:00 o'clock p M.
Michael M. Thomas By _____
Register of Deeds, Onslow County Register of Deeds

BOOK 1854 PAGE 683

Prepared by: Glenn O'Keith Fisher, Attorney

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

DECLARATION OF RESTRICTIVE COVENANTS
WALNUT HILLS, SECTION II-A

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 31st day of May, 2002, by WALNUT HILLS OF NORTH CAROLINA, INC., hereinafter called "Declarants."

WITNESSETH:

THAT WHEREAS, the Declarants are the owners of the real property described in Article I 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 are for the benefit of such property and for each owner thereof, 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 Declarants hereby declare that the real property in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

1. SUBJECT 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 those lots A, B, C and D as shown on that certain plat entitled "Final Plat Walnut Hills, Section II-A, Richlands Township, Onslow County, North Carolina" as recorded on May 30, 2002 in Map Book 42, Page 222, Slide K-1409 in the Onslow County Registry.

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

3. LAND USE AND BUILDING TYPE: No building 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 not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonable appurtenant to the dwelling, provided that the same are constructed in line with general architectural design and

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construction standards used as the dwelling itself. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales purposes.

Once construction is started on any lot, the improvements and landscaping shall be completed in accordance with plans and specifications within twelve (12) months from commencement, with extensions approved by the Declarant. No dwelling may be occupied until it is completed.

4. **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 which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

5. **DWELLING QUALITY AND SIZE:** The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1600 square feet for a one-story dwelling nor less than 750 square feet for a dwelling of more than one-story. In no event shall the living area of any dwelling be less than 1600 square feet, exclusive of open porches and garages. The height of all foundations shall be twenty (20) inches or higher above the finished grade of the ground after all landscaping is completed. All foundations shall be of brick or stone veneer, unless the house has stucco exterior in which event the foundation may be covered with stucco. No cinder block, concrete block or equivalent construction shall be visible after construction is completed.

6. **BUILDING LOCATION:** No building shall be located on any corner lot nearer to the front line or any side street line than as shown on the recorded plat. No building shall be located with respect to interior side lot lines so as to be nearer than 10 feet to either such line. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat nor nearer than 20 feet to the rear lot line, and no garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps, open porches, and carports shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten percent (10%) in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

7. **LOT AREA AND WIDTH:** No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the front minimum set back line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred, if any such lots as shown do not meet these requirements.

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 and/or assigns reserves the right to adjust boundary lines and numbered lots on the plat referred to above without the consent of anyone.

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9. 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.

10. EASEMENTS: Easements for installation or maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot and 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 a 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.

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 service, drainage or other utilities including water and sewer services.

11. 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. Any and all pets shall not be allowed on the premises unless same are under direct control of the owner at all times and are not creating a nuisance or annoyance to the other owners within the property.

12. 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.

13. ERECTION OF FENCES: No fence shall be erected between the front wall of the main dwelling and the street right of way line unless such fence shall be of an ornamental of a height of three feet or less. Brick, split rail and painted or vinyl picket-fences shall be deemed to meet the requirements. Of this restriction; chain link fence shall not. No fence may be erected between the front wall of the main dwelling and the back lot line in excess of four (4) feet in height unless such fence is made of wood or manufactured vinyl in which case the fence may be up to but shall not exceed eight feet in height. The term "fence" as used in this paragraph shall include but not be limited to a wall, fence, landscaping berm or hedge which act as a fence or privacy or security indwelling structure.

14. 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 six (6) 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.

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15. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. No junk or abandoned automobiles or parts thereof shall be placed or be allowed to remain or be stored on any lot. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition. The Declarant reserves the right for itself, its successors and assigns to contract for the garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same, so long as public garbage services are not available.

In the event a lot owner fails to maintain their lot and the improvements located thereon in a manner in keeping with other property in the neighborhood, the Declarant further reserves the right, but not the obligation, to clear the lot and improvements of any trash, garbage or other waste and to cut and clear the grass, weeds and undergrowth upon any lot and to charge the same to the owner.

16. **SIGHT DISTANCE AT INTERSECTIONS:** 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 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 distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. **TEMPORARY STRUCTURES:** No structure of a temporary character, mobile home, double-wide mobile home, trailer, camper, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. It is provided, however, that the Declarant may grant permission for any such temporary storage of materials during construction. Any such temporary structures as may be approved shall not be used at any time as a dwelling. No trailer, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any vehicle be allowed to remain on any lot at any time for any purposes unless it is parked behind the main dwelling structure or placed inside the carport or garage.

18. **DRIVEWAY TILES AND DRAINAGE:** All driveways shall have drainage tile in the street ditches installed and sized in accordance with the N. C. Highway Commission standards and such tile shall be covered by such dirt cover as required by the North Carolina Department of Transportation and the manufacturer of the driveway tile. All driveways shall be constructed of a hard paved surface.

8. **STORMWATER MANAGEMENT REGULATIONS:** These covenants are intended to ensure ongoing compliance with State Stormwater Management Rules and Regulations and in accordance therewith the following provisions shall apply:

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- A. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.
- B. These covenants are to run with the land and be binding on all persons and parties claiming under them.
- C. 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.
- D. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the State of North Carolina.
- E. The maximum allowable built-upon area per lot is 7359 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.
- F. 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.
- G. Each lot will maintain a 30 foot wide vegetated buffer between all impervious areas and surface waters.
- H. All roof drains shall terminate at least 30 feet from the mean high water mark.

20. 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 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 (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.

21. 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 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 of 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.

22. MODIFICATION OF RESTRICTIVE COVENANTS: These restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarants or their successors in title and by the owner of not less than sixty percent (60%) of the subdivided

BOOK 1854 PAGE 688

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 Declarants own sixty percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

23. ANNEXATION: Declarant, for itself and its successors and assigns, reserves the right to access and service other portions of property belonging to Declarant or other property designated by Declarant using the streets and the water and sewer systems shown on the recorded map or lying within the subdivision and reserves the right to grant access for the purposes of ingress, egress, regress and the installation and maintenance of utilities and further subdivision over the streets shown on the recorded map and to the water and sewer systems within the subdivision to any area outside the subdivision to which Declarant deems such grant desirable. Declarant reserves the right to annex additional portions of its property located in the area of the subdivision into this Subdivision and to make such additional property subject to the Restrictions herein provided. In the event Declarant does so, the owners of such additional property and the owners of the lots in this subdivision shall have identical rights and duties. Any such annexation(s) shall be evidenced by a written instrument of annexation recorded in the Office of the Register of Deeds of Onslow County, which refers to this instrument.

24. TRANSFER BY DECLARANT: The Declarant, by written and recorded instrument specifically referring to the provisions of this document, may transfer to a subsequent owner of the property now owned by Declarant in the general area of the Subdivision, any of the rights herein reserved by Declarant.

25. 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 undersigned have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in its corporate name by its President, attested to by its Secretary, its common corporate seal affixed hereto, all as the act and deed of the said corporation and by authority of its Board of Directors duly and legally given this day and year first above written.

WALNUT HILLS OF NORTH CAROLINA, INC.

BY: Richard A. Padrick (SEAL)
Richard A. Padrick, President

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NORTH CAROLINA
ONSLOW COUNTY

I, a Notary Public of the County and State aforesaid, certify that Richard A. Padrick personally came before me this day and acknowledged that he is President of Walnut Hills of North Carolina, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President.

Witness my hand and official stamp or seal, this 31st day of May, 2002.



Laurie C. McLeod
NOTARY PUBLIC

NORTH CAROLINA, ONSLOW COUNTY Laurie C McLeod
The foregoing certificate(s) of _____

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 1854 Page 683 This 4 day of June
2002 D. at 9:02 o'clock a M.
Melred M. Thomas By ---
Register of Deeds, Onslow County Register of Deeds

BOOK 1866 PAGE 932

2002 JUL -2 PM 1:20

23
Fisher

NORTH CAROLINA

ONslow COUNTY

AMENDMENT OF RESTRICTIVE COVENANTS

THIS AMENDMENT OF RESTRICTIVE COVENANTS, made this the 1 day of July, 2002 by WALNUT HILLS OF NORTH CAROLINA, INC., a corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as "Declarant,"

WITNESSETH:

THAT WHEREAS, the Declarant is the developer of certain property located in Richlands Township, Onslow County, North Carolina and more particularly described as follows:

Being all of those lots A, B, C and D as shown on that certain plat entitled "Final Plat Walnut Hills, Section II-A, Richlands Township, Onslow County, North Carolina" as recorded on May 30, 2002 in Map Book 42, Page 222, Slide K-1409 in the Onslow County Registry.

WHEREAS, said subdivision contains four (4) lots; and

WHEREAS, by document dated May 31, 2002 and recorded June 4, 2002 in Deed Book 1854, Page 683, Onslow County Registry, the Declarant placed certain covenants and

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BOOK 1866 PAGE 933

restrictions upon said property by a document entitled "Declaration of Restrictive Covenants Walnut Hills, Section II-A," hereinafter referred to as the "Declaration;" and

WHEREAS, said original Declaration provides in paragraph twenty-one (21) as follows:

MODIFICATION OF RESTRICTIVE COVENANTS: These restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarants or their successors in title or by the owner 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 Declarants own sixty percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone;

and

WHEREAS, the Declarant is the owner of all of the aforesaid subdivided lots and therefore can amend the covenants against said property without the consent of any other party.

WHEREAS, the Declarant wishes to amend the aforesaid Declaration as set forth below.

NOW, THEREFORE FOR VALUABLE CONSIDERATION IN HAND PAID, the receipt of which is hereby acknowledged, the Declarant does hereby amend and modify that Declaration recorded in Deed Book 1854, Page 683, Onslow County Registry as follows:

A. By adding to paragraph 6 entitled "BUILDING LOCATION," the following:

There shall be no required setback for the westernmost line of Lot A where it adjoins the property currently owned by Edward and Beatrice Behan and described in Deed Book 1459, Page 77, Onslow County Registry and these restrictive covenants shall in no way prevent a dwelling or outbuilding from being constructed on or across the said lot line provided the same owner owns Lot A and all or a portion of the adjoining property to the west as described above.

A. By deleting paragraph 11 entitled "LIVESTOCK AND POULTRY" in it's entirety and in its place and stead substituting the following:

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FACSIMILE (910) 455-6440

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11. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except as follows:

- a. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes;
- b. As to Lots C and D only, a maximum of three (3) horses may be kept on each said lot, provided they are not kept, bred or maintained for any commercial purposes.

That these provisions shall have the same force and effect as if they were contained in the original document recorded in Deed Book 1854 Page 683, Onslow County Registry.

Except as specifically set forth herein, the provisions of the aforesaid Declaration shall remain in full force and effect.

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in its corporate name by its President, attested to by its Secretary, its common corporate seal affixed hereto, all as the act and deed of the said corporation and by authority of its Board of Directors duly and legally given this day and year first above written.

WALNUT HILLS OF NORTH CAROLINA, INC.

By: Richard A. Padrick (SEAL)
Richard A. Padrick, President

NORTH CAROLINA
ONSLow COUNTY

I, a Notary public of the County and State aforesaid, certify that RICHARD A. PADRICK, personally came before me this day and acknowledged that he is President of

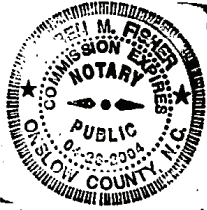
BOOK 1866 PAGE 935

Walnut Hills of North Carolina, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President.

Witness my hand and official stamp or seal, this 1st day of July 2002.

Karen M Fisher
NOTARY PUBLIC

My commission expires: 4-28-04



2002 JUL -2 PM 1:20

NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Karen M. Fisher

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 1866 Page 932 This 2nd day of July
2002 A.D., at 1:20 o'clock P M.
Melba M. Thomas By _____
Register of Deeds, Onslow County Register of Deeds

BOOK 1934 PAGE 564

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2002 NOV 27 PM 12:07

Prepared by: Glenn O'Keith Fisher, Attorney

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

DECLARATION OF RESTRICTIVE COVENANTS
WALNUT HILLS, SECTION II

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 25TH day of NOVEMBER, 2002, by WALNUT HILLS OF NORTH CAROLINA, INC., hereinafter called "Declarants."

WITNESSETH:

THAT WHEREAS, the Declarants are the owners of the real property described in Article I 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 are for the benefit of such property and for each owner thereof, 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 Declarants hereby declare that the real property in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

1. **SUBJECT 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 those lots 22-29 and 31-39 as shown on that certain plat entitled "Final Plat Walnut Hills, Section II, Richlands Township, Onslow County, North Carolina" as recorded on June 27, 2002 in Map Book 43, Page 25, Slide K-1452 in the Onslow County Registry.

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

3. **LAND USE AND BUILDING TYPE:** No building 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 not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonable appurtenant to the dwelling, provided that the same are constructed in line with general architectural design and

BOOK 1934 PAGE 565

construction standards used as the dwelling itself. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales purposes.

Once construction is started on any lot, the improvements and landscaping shall be completed in accordance with plans and specifications within twelve (12) months from commencement, with extensions approved by the Declarant. No dwelling may be occupied until it is completed.

4. 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 which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

5. DWELLING QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1600 square feet for a one-story dwelling nor less than 750 square feet for a dwelling of more than one-story. In no event shall the living area of any dwelling be less than 1600 square feet, exclusive of open porches and garages. The height of all foundations shall be twenty (20) inches or higher above the finished grade of the ground after all landscaping is completed. All foundations shall be of brick or stone veneer, unless the house has stucco exterior in which event the foundation may be covered with stucco. No cinder block, concrete block or equivalent construction shall be visible after construction is completed.

6. BUILDING LOCATION: No building shall be located on any corner lot nearer to the front line or any side street line than as shown on the recorded plat. No building shall be located with respect to interior side lot lines so as to be nearer than 10 feet to either such line. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat nor nearer than 20 feet to the rear lot line, and no garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps, open porches, and carports shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten percent (10%) in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

7. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the front minimum set back line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred, if any such lots as shown do not meet these requirements.

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 and/or assigns reserves the right to adjust boundary lines and numbered lots on the plat referred to above without the consent of anyone.

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9. 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.

10. EASEMENTS: Easements for installation or maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot and 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 a 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.

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 service, drainage or other utilities including water and sewer services.

11. 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. Any and all pets shall not be allowed on the premises unless same are under direct control of the owner at all times and are not creating a nuisance or annoyance to the other owners within the property.

12. 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.

13. ERECTION OF FENCES: No fence shall be erected between the front wall of the main dwelling and the street right of way line unless such fence shall be of an ornamental of a height of three feet or less. Brick, split rail and painted or vinyl picket-fences shall be deemed to meet the requirements. Of this restriction; chain link fence shall not. No fence may be erected between the front wall of the main dwelling and the back lot line in excess of four (4) feet in height unless such fence is made of wood or manufactured vinyl in which case the fence may be up to but shall not exceed eight feet in height. The term "fence" as used in this paragraph shall include but not be limited to a wall, fence, landscaping berm or hedge which act as a fence or privacy or security indwelling structure.

14. 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 six (6) 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.

15. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as

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a dumping ground for rubbish. No junk or abandoned automobiles or parts thereof shall be placed or be allowed to remain or be stored on any lot. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition. The Declarant reserves to right for itself, its successors and assigns to contract for the garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same, so long as public garbage services are not available.

In the event a lot owner fails to maintain their lot and the improvements located thereon in a manner in keeping with other property in the neighborhood, the Declarant further reserves the right, but not the obligation, to clear the lot and improvements of any trash, garbage or other waste and to cut and clear the grass, weeds and undergrowth upon any lot and to charge the same to the owner.

16. SIGHT DISTANCE AT INTERSECTIONS: 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 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 distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. TEMPORARY STRUCTURES: No structure of a temporary character, mobile home, double-wide mobile home, trailer, camper, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. It is provided, however, that the Declarant may grant permission for any such temporary storage of materials during construction. Any such temporary structures as may be approved shall not be used at any time as a dwelling. No trailer, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any vehicle be allowed to remain on any lot at any time for any purposes unless it is parked behind the main dwelling structure or placed inside the carport or garage.

18. DRIVEWAY TILES AND DRAINAGE: All driveways shall have drainage tile in the street ditches installed and sized in accordance with the N. C. Highway Commission standards and such tile shall be covered by such dirt cover as required by the North Carolina Department of Transportation and the manufacturer of the driveway tile. All driveways shall be constructed of a hard paved surface.

8. STORMWATER MANAGEMENT REGULATIONS: These covenants are intended to ensure ongoing compliance with State Stormwater Management Rules and Regulations and in accordance therewith the following provisions shall apply:

A. The State of North Carolina is made a beneficiary of these covenants to

the extent necessary to maintain compliance with the stormwater management permit.

- B. These covenants are to run with the land and be binding on all persons and parties claiming under them.
- C. 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.
- D. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the State of North Carolina.
- E. The maximum allowable built-upon area per lot is 7359 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.
- F. 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.
- G. Each lot will maintain a 30 foot wide vegetated buffer between all impervious areas and surface waters.
- H. All roof drains shall terminate at least 30 feet from the mean high water mark.

20. 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 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 (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.

21. 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 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 of 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.

22. MODIFICATION OF RESTRICTIVE COVENANTS: These restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarants or their successors in title and by the owner 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 Declarants own sixty

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percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

23. **ANNEXATION:** Declarant, for itself and its successors and assigns, reserves the right to access and service other portions of property belonging to Declarant or other property designated by Declarant using the streets and the water and sewer systems shown on the recorded map or lying within the subdivision and reserves the right to grant access for the purposes of ingress, egress, regress and the installation and maintenance of utilities and further subdivision over the streets shown on the recorded map and to the water and sewer systems within the subdivision to any area outside the subdivision to which Declarant deems such grant desirable. Declarant reserves the right to annex additional portions of its property located in the area of the subdivision into this Subdivision and to make such additional property subject to the Restrictions herein provided. In the event Declarant does so, the owners of such additional property and the owners of the lots in this subdivision shall have identical rights and duties. Any such annexation(s) shall be evidenced by a written instrument of annexation recorded in the Office of the Register of Deeds of Onslow County, which refers to this instrument.

24. **TRANSFER BY DECLARANT:** The Declarant, by written and recorded instrument specifically referring to the provisions of this document, may transfer to a subsequent owner of the property now owned by Declarant in the general area of the Subdivision, any of the rights herein reserved by Declarant.

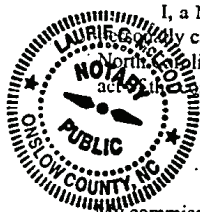
25. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in its corporate name by its President, attested to by its Secretary, its common corporate seal affixed hereto, all as the act and deed of the said corporation and by authority of its Board of Directors duly and legally given this day and year first above written.

WALNUT HILLS OF NORTH CAROLINA, INC.

BY: Richard A. Padrick (SEAL)
Richard A. Padrick, President

NORTH CAROLINA, ONSLOW COUNTY



I, a Notary Public of the County and State aforesaid, certify that Richard A. Padrick came before me this day and acknowledged that he is President of Walnut Hills of North Carolina, Inc., a North Carolina corporation, and that by authority duly given and as the act and deed of the said corporation, the foregoing instrument was signed in its name by its President.

Witness my hand and official stamp or seal, this 31st day of May, 2002.

Laurie C. McLeod
NOTARY PUBLIC


My commission expires: 2/28/06

NORTH CAROLINA, ONSLOW COUNTY.

The foregoing certificate(s) of Laurie C. McLeod is/are certified to be correct. This instrument was presented for registration and recorded in this office in Book: 1934, Page: 564. This 27th day of November, 2002 at 12:07 o'clock P..M.

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

Fisher


 Doc ID: 000559900006 Type: CRP
 Recorded: 05/04/2005 at 12:40:58 PM
 Fee Amt: \$29.00 Page 1 of 6
 Onslow County, NC
 Mildred M Thomas Register of Deeds
BK 2438 PG 758-763

Prepared by: Glenn O'Keith Fisher, Attorney

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

DECLARATION OF RESTRICTIVE COVENANTS
WALNUT HILLS, SECTION II

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 2nd day of MAY, 2005, by WALNUT HILLS OF NORTH CAROLINA, INC., hereinafter called "Declarants."

WITNESSETH:

THAT WHEREAS, the Declarants are the owners of the real property described in Article I 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 are for the benefit of such property and for each owner thereof, 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 Declarants hereby declare that the real property in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

1. **SUBJECT 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 those lots 40-43 and 55-59 as shown on that certain plat entitled "Final Plat Walnut Hills, Section III-A, Richlands Township, Onslow County, North Carolina" as recorded on April 7, 2005 in Map Book 48, Page 78, Slide L-698 in the Onslow County Registry.

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

3. **LAND USE AND BUILDING TYPE:** No building 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 not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonable appurtenant to the dwelling, provided that the same are constructed in line with general architectural design and construction standards used as the dwelling itself. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales purposes.

Once construction is started on any lot, the improvements and landscaping shall be completed in accordance with plans and specifications within twelve (12) months from commencement, with extensions approved by the Declarant. No dwelling may be occupied until it is completed.

4. **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 which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

5. **DWELLING QUALITY AND SIZE:** The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1600 square feet for a one-story dwelling nor less than 750 square feet for a dwelling of more than one-story. In no event shall the living area of any dwelling be less than 1600 square feet, exclusive of open porches and garages. The height of all foundations shall be twenty (20) inches or higher above the finished grade of the ground after all landscaping is completed. All foundations shall be of brick or stone veneer, unless the house has stucco exterior in which event the foundation may be covered with stucco. No cinder block, concrete block or equivalent construction shall be visible after construction is completed.

6. **BUILDING LOCATION:** No building shall be located on any corner lot nearer to the front line or any side street line than as shown on the recorded plat. No building shall be located with respect to interior side lot lines so as to be nearer than 10 feet to either such line. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat nor nearer than 25 feet to the rear lot line, and no garage or other permitted accessory building shall be located nearer than 15 feet to the rear lot line. For the purpose of this covenant, eaves, steps, open porches, and carports shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten percent (10%) in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

7. **LOT AREA AND WIDTH:** No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the front minimum set back line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred, if any such lots as shown do not meet these requirements.

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 and/or assigns reserves the right to adjust boundary lines and numbered lots on the plat referred to above without the consent of anyone.

9. **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.

10. **EASEMENTS:** Easements for installation or maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot and 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 a 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.

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 service, drainage or other utilities including water and sewer services.

11. 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. Any and all pets shall not be allowed on the premises unless same are under direct control of the owner at all times and are not creating a nuisance or annoyance to the other owners within the property.

12. 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.

13. ERECTION OF FENCES: No fence shall be erected between the front wall of the main dwelling and the street right of way line unless such fence shall be of an ornamental of a height of three feet or less. Brick, split rail and painted or vinyl picket-fences shall be deemed to meet the requirements. Of this restriction; chain link fence shall not. No fence may be erected between the front wall of the main dwelling and the back lot line in excess of four (4) feet in height unless such fence is made of wood or manufactured vinyl in which case the fence may be up to but shall not exceed eight feet in height. The term "fence" as used in this paragraph shall include but not be limited to a wall, fence, landscaping berm or hedge which act as a fence or privacy or security indwelling structure.

14. 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 six (6) 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.

15. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. No junk or abandoned automobiles or parts thereof shall be placed or be allowed to remain or be stored on any lot. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition. The Declarant reserves to right for itself, its successors and assigns to contract for the garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same, so long as public garbage services are not available.

In the event a lot owner fails to maintain their lot and the improvements located thereon in a manner in keeping with other property in the neighborhood, the Declarant further reserves the right, but not the obligation, to clear the lot and improvements of any trash, garbage or other waste and to cut and clear the grass, weeds and undergrowth upon any lot and to charge the same to the owner.

16. **SIGHT DISTANCE AT INTERSECTIONS:** 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 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 distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. **TEMPORARY STRUCTURES:** No structure of a temporary character, mobile home, double-wide mobile home, trailer, camper, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. It is provided, however, that the Declarant may grant permission for any such temporary storage of materials during construction. Any such temporary structures as may be approved shall not be used at any time as a dwelling. No trailer, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any vehicle be allowed to remain on any lot at any time for any purposes unless it is parked behind the main dwelling structure or placed inside the carport or garage.

18. **DRIVEWAY TILES AND DRAINAGE:** All driveways shall have drainage tile in the street ditches installed and sized in accordance with the N. C. Highway Commission standards and such tile shall be covered by such dirt cover as required by the North Carolina Department of Transportation and the manufacturer of the driveway tile. All driveways shall be constructed of a hard paved surface.

19. **STORMWATER MANAGEMENT REGULATIONS:** These covenants are intended to ensure ongoing compliance with State Stormwater Management Rules and Regulations and in accordance therewith the following provisions shall apply:

- A. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.
- B. These covenants are to run with the land and be binding on all persons and parties claiming under them.
- C. 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.
- D. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the State of North Carolina.
- E. The maximum allowable built-upon area per lot is 7359 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.
- F. 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.
- G. Each lot will maintain a 30 foot wide vegetated buffer between all impervious areas and surface waters.
 - H. All roof drains shall terminate at least 30 feet from the mean high water mark.

20. 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 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 (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.

21. 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 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 of 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.

22. MODIFICATION OF RESTRICTIVE COVENANTS: These restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarants or their successors in title and by the owner 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 Declarants own sixty percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

23. ANNEXATION: Declarant, for itself and its successors and assigns, reserves the right to access and service other portions of property belonging to Declarant or other property designated by Declarant using the streets and the water and sewer systems shown on the recorded map or lying within the subdivision and reserves the right to grant access for the purposes of ingress, egress, regress and the installation and maintenance of utilities and further subdivision over the streets shown on the recorded map and to the water and sewer systems within the subdivision to any area outside the subdivision to which Declarant deems such grant desirable. Declarant reserves the right to annex additional portions of its property located in the area of the subdivision into this Subdivision and to make such additional property subject to the Restrictions herein provided. In the event Declarant does so, the owners of such additional property and the owners of the lots in this subdivision shall have identical rights and duties. Any such annexation(s) shall be evidenced by a written instrument of annexation recorded in the Office of the Register of Deeds of Onslow County, which refers to this instrument.

24. TRANSFER BY DECLARANT: The Declarant, by written and recorded instrument specifically referring to the provisions of this document, may transfer to a subsequent owner of the property now owned by Declarant in the general area of the Subdivision, any of the rights herein reserved

by Declarant.

25. 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 undersigned have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in its corporate name by its President, attested to by its Secretary, its common corporate seal affixed hereto, all as the act and deed of the said corporation and by authority of its Board of Directors duly and legally given this day and year first above written.

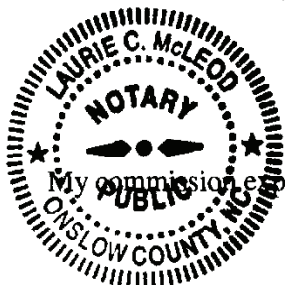
WALNUT HILLS OF NORTH CAROLINA, INC.

BY: Richard A. Padrick (SEAL)
Richard A. Padrick, President

NORTH CAROLINA, ONSLOW COUNTY

I, a Notary Public of the County and State aforesaid, certify that Richard A. Padrick personally came before me this day and acknowledged that he is President of Walnut Hills of North Carolina, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President.

Witness my hand and official stamp or seal, this 2ND day of May, 2005.



Laurie C. McLeod
NOTARY PUBLIC

My commission expires: 2/28/08

NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Laurie C. McLeod

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Mildred M. Thomas Register of Deeds for Onslow County
Deputy/Assistant-Register of Deeds

29
Fisher



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Fee Amt: \$29.00 Page 1 of 6
Onslow County, NC
Mildred M Thomas Register of Deeds

BK 2556 PG 330-335

Prepared by: Glenn O'Keith Fisher, Attorney

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

DECLARATION OF RESTRICTIVE COVENANTS

WALNUT HILL, SECTION IV-A

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 9th day of November, 2005, by WALNUT HILLS OF NORTH CAROLINA, INC., hereinafter called "Declarants."

WITNESSETH:

THAT WHEREAS, the Declarants are the owners of the real property described in Article I 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 are for the benefit of such property and for each owner thereof, 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 Declarants hereby declare that the real property in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

1. SUBJECT 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 those lots 63 through 87 as shown on that certain plat entitled "A Final Plat Walnut Hills, Section IV, Richlands Township, Onslow County, North Carolina as recorded in Map Book 49, Page 155 in the Onslow County Registry.

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

3. LAND USE AND BUILDING TYPE: No building 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 not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonable appurtenant to the dwelling, provided that the same are constructed in line with general architectural design and construction standards used as the dwelling itself. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales purposes.

Once construction is started on any lot, the improvements and landscaping shall be completed in accordance with plans and specifications within twelve (12) months from commencement, with extensions approved by the Declarant. No dwelling may be occupied until it is completed.

4. 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 which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

5. 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 1400 square feet for a one-story dwelling nor less than 1200 square feet for a dwelling of more than one story. The height of all foundations shall be 20 inches or higher above the finished grade of the ground after all landscaping is completed. All foundations shall be brick or stone, veneer unless the house has a stucco exterior in which event the foundation may be covered with stucco. No cinder block, concrete block or equivalent construction shall be visible after construction is completed.

6. BUILDING LOCATION: No building shall be located on any corner lot nearer to the front line or any side street line than as shown on the recorded plat. No building shall be located with respect to interior side lot lines so as to be nearer than 10 feet to either such line. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat nor nearer than 20 feet to the rear lot line, and no garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps, open porches, and carports shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten percent (10%) in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

7. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the front minimum set back line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred, if any such lots as shown do not meet these requirements.

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 and/or assigns reserves the right to adjust boundary lines and numbered lots on the plat referred to above without the consent of anyone.

9. **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.

10. **EASEMENTS:** Easements for installation or maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot and 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 a 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.

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 service, drainage or other utilities including water and sewer services.

11. **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. Any and all pets shall not be allowed on the premises unless same are under direct control of the owner at all times and are not creating a nuisance or annoyance to the other owners within the property.

12. **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 A minimum property standards for one and two living units (FHA, No. 300), Federal Housing Administration.

13. **ERECTION OF FENCES:** No fence over four (4) feet in height shall be constructed between the front building line and the back lot line nearer than 10 feet to any lot line. No fence shall be erected between the front building line and the street right of way unless such fence shall be of an ornamental nature. Brick and split-rail fences shall be deemed to meet the requirements of this restriction.

14. **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 six (6) 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.

15. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. No junk or abandoned automobiles or parts thereof shall be placed or be allowed to remain or be stored on any lot. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition. The Declarant reserves to right for itself, its successors and assigns to contract for the garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the

payment of such garbage services to the company providing the same, so long as public garbage services are not available.

In the event a lot owner fails to maintain their lot and the improvements located thereon in a manner in keeping with other property in the neighborhood, the Declarant further reserves the right, but not the obligation, to clear the lot and improvements of any trash, garbage or other waste and to cut and clear the grass, weeds and undergrowth upon any lot and to charge the same to the owner.

16. SIGHT DISTANCE AT INTERSECTIONS: 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 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 distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. TEMPORARY STRUCTURES: No structure of a temporary character, mobile home, double-wide mobile home, trailer, camper, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. It is provided, however, that the Declarant may grant permission for any such temporary storage of materials during construction. Any such temporary structures as may be approved shall not be used at any time as a dwelling. No trailer, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any vehicle be allowed to remain on any lot at any time for any purposes unless it is parked behind the main dwelling structure or placed inside the carport or garage.

18. DRIVEWAY TILES AND DRAINAGE: All driveways shall have drainage tile in the street ditches installed and sized in accordance with the N. C. Highway Commission standards and such tile shall be covered by such dirt cover as required by the North Carolina Department of Transportation and the manufacturer of the driveway tile. All driveways shall be constructed of a hard paved surface.

19. STORMWATER MANAGEMENT REGULATIONS: These covenants are intended to ensure ongoing compliance with State Stormwater Management Permit number _____ as issued by the Division of Water Quality under NCAC 2H 1000 and in accordance therewith the following provisions shall apply:

- 1.1 The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.
- 1.2 These covenants are to run with the land and be binding on all persons and parties claiming under them.
- 1.3 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.
- 1.4 Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the State of North Carolina.

- 1.5 The maximum allowable built-upon area per lot is 9,825 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.
- 1.6 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.
- 1.7 Each lot will maintain a 30 foot wide vegetated buffer between all impervious areas and surface waters.
- 1.8 All roof drains shall terminate at least 30 feet from the mean high water mark.

20. **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 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 (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.

21. **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 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 of 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.

22. **MODIFICATION OF RESTRICTIVE COVENANTS:** These restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarants or their successors in title and by the owner 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 Declarants own sixty percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

23. **ANNEXATION:** Declarant, for itself and its successors and assigns, reserves the right to access and service other portions of property belonging to Declarant or other property designated by Declarant using the streets and the water and sewer systems shown on the recorded map or lying within the subdivision and reserves the right to grant access for the purposes of ingress, egress, regress and the installation and maintenance of utilities and further subdivision over the streets shown on the recorded map and to the water and sewer systems within the subdivision to any area outside the subdivision to which Declarant deems such grant desirable. Declarant reserves the right to annex additional portions of its property located in the area of the subdivision into this Subdivision and to make such additional property subject to the Restrictions herein provided. In the event Declarant does so, the owners of such additional property and the owners of the lots in this subdivision shall have identical rights and duties. Any such

annexation(s) shall be evidenced by a written instrument of annexation recorded in the Office of the Register of Deeds of Onslow County, which refers to this instrument.

24. TRANSFER BY DECLARANT: The Declarant, by written and recorded instrument specifically referring to the provisions of this document, may transfer to a subsequent owner of the property now owned by Declarant in the general area of the Subdivision, any of the rights herein reserved by Declarant.

25. 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 undersigned have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in its corporate name by its President, attested to by its Secretary, its common corporate seal affixed hereto, all as the act and deed of the said corporation and by authority of its Board of Directors duly and legally given this day and year first above written.

WALNUT HILLS OF NORTH CAROLINA, INC.

BY: Richard A. Padrick (SEAL)
Richard A. Padrick, President

NORTH CAROLINA
ONslow COUNTY

I, a Notary Public of the County and State aforesaid, certify that Richard A. Padrick, personally came before me this day and acknowledged that he is President of Walnut Hills of North Carolina, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President.

Witness my hand and official stamp or seal, this 9th day of Nov, 2005



Laurie C. McLeod
NOTARY PUBLIC

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29.00
Fisher



Doc ID: 001029620006 Type: CRP
Recorded: 05/09/2006 at 02:54:00 PM
Fee Amt: \$29.00 Page 1 of 6
Onslow County, NC
Mildred M Thomas Register of Deeds
BK 2652 PG 646-651

Prepared by: Glenn O'Keith Fisher, Attorney

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

DECLARATION OF RESTRICTIVE COVENANTS

WALNUT HILL, SECTION IV-B

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 4th day of May, 2006, by WALNUT HILLS OF NORTH CAROLINA, INC., hereinafter called "Declarants."

WITNESSETH:

THAT WHEREAS, the Declarants are the owners of the real property described in Article I 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 are for the benefit of such property and for each owner thereof, 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 Declarants hereby declare that the real property in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

1. SUBJECT 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 those lots 77,79,80,81 and 82 as shown on that certain plat entitled "A Final Plat Walnut Hills, Section IV-B, Richlands Township, Onslow County, North Carolina as recorded in Map Book 50, Page 163 in the Onslow County Registry.

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

3. LAND USE AND BUILDING TYPE: No building 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 not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonable appurtenant to the dwelling, provided that the same are constructed in line with general architectural design and construction standards used as the dwelling itself. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales purposes.

Once construction is started on any lot, the improvements and landscaping shall be completed in accordance with plans and specifications within twelve (12) months from commencement, with extensions approved by the Declarant. No dwelling may be occupied until it is completed.

4. 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 which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

5. 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 1400 square feet for a one-story dwelling nor less than 1200 square feet for a dwelling of more than one story. The height of all foundations shall be 20 inches or higher above the finished grade of the ground after all landscaping is completed. All foundations shall be brick or stone, veneer unless the house has a stucco exterior in which event the foundation may be covered with stucco. No cinder block, concrete block or equivalent construction shall be visible after construction is completed.

6. BUILDING LOCATION: No building shall be located on any corner lot nearer to the front line or any side street line than as shown on the recorded plat. No building shall be located with respect to interior side lot lines so as to be nearer than 10 feet to either such line. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat nor nearer than 20 feet to the rear lot line, and no garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps, open porches, and carports shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten percent (10%) in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

7. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the front minimum set back line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred, if any such lots as shown do not meet these requirements.

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 and/or assigns reserves the right to adjust boundary lines and numbered lots on the plat referred to above without the consent of anyone.

9. **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.

10. **EASEMENTS:** Easements for installation or maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot and 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 a 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.

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 service, drainage or other utilities including water and sewer services.

11. **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. Any and all pets shall not be allowed on the premises unless same are under direct control of the owner at all times and are not creating a nuisance or annoyance to the other owners within the property.

12. **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 A minimum property standards for one and two living units (FHA, No. 300), Federal Housing Administration.

13. **ERECTION OF FENCES:** No fence over four (4) feet in height shall be constructed between the front building line and the back lot line nearer than 10 feet to any lot line. No fence shall be erected between the front building line and the street right of way unless such fence shall be of an ornamental nature. Brick and split-rail fences shall be deemed to meet the requirements of this restriction.

14. **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 six (6) 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.

15. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. No junk or abandoned automobiles or parts thereof shall be placed or be allowed to remain or be stored on any lot. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition. The Declarant reserves to right for itself, its successors and assigns to contract for the garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the

payment of such garbage services to the company providing the same, so long as public garbage services are not available.

In the event a lot owner fails to maintain their lot and the improvements located thereon in a manner in keeping with other property in the neighborhood, the Declarant further reserves the right, but not the obligation, to clear the lot and improvements of any trash, garbage or other waste and to cut and clear the grass, weeds and undergrowth upon any lot and to charge the same to the owner.

16. SIGHT DISTANCE AT INTERSECTIONS: 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 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 distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. TEMPORARY STRUCTURES: No structure of a temporary character, mobile home, double-wide mobile home, trailer, camper, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. It is provided, however, that the Declarant may grant permission for any such temporary storage of materials during construction. Any such temporary structures as may be approved shall not be used at any time as a dwelling. No trailer, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any vehicle be allowed to remain on any lot at any time for any purposes unless it is parked behind the main dwelling structure or placed inside the carport or garage.

18. DRIVEWAY TILES AND DRAINAGE: All driveways shall have drainage tile in the street ditches installed and sized in accordance with the N. C. Highway Commission standards and such tile shall be covered by such dirt cover as required by the North Carolina Department of Transportation and the manufacturer of the driveway tile. All driveways shall be constructed of a hard paved surface.

19. STORMWATER MANAGEMENT REGULATIONS: These covenants are intended to ensure ongoing compliance with State Stormwater Management Permit number SW8040321 as issued by the Division of Water Quality under NCAC 2H 1000 and in accordance therewith the following provisions shall apply:

- 1.1 The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.
- 1.2 These covenants are to run with the land and be binding on all persons and parties claiming under them.
- 1.3 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.
- 1.4 Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the State of North Carolina.

- 1.5 The maximum allowable built-upon area per lot is 9,825 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.
- 1.6 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.
- 1.7 Each lot will maintain a 30 foot wide vegetated buffer between all impervious areas and surface waters.
- 1.8 All roof drains shall terminate at least 30 feet from the mean high water mark.

20. 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 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 (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.

21. 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 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 of 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.

22. MODIFICATION OF RESTRICTIVE COVENANTS: These restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarants or their successors in title and by the owner 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 Declarants own sixty percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

23. ANNEXATION: Declarant, for itself and its successors and assigns, reserves the right to access and service other portions of property belonging to Declarant or other property designated by Declarant using the streets and the water and sewer systems shown on the recorded map or lying within the subdivision and reserves the right to grant access for the purposes of ingress, egress, regress and the installation and maintenance of utilities and further subdivision over the streets shown on the recorded map and to the water and sewer systems within the subdivision to any area outside the subdivision to which Declarant deems such grant desirable. Declarant reserves the right to annex additional portions of its property located in the area of the subdivision into this Subdivision and to make such additional property subject to the Restrictions herein provided. In the event Declarant does so, the owners of such additional property and the owners of the lots in this subdivision shall have identical rights and duties. Any such

annexation(s) shall be evidenced by a written instrument of annexation recorded in the Office of the Register of Deeds of Onslow County, which refers to this instrument.

24. TRANSFER BY DECLARANT: The Declarant, by written and recorded instrument specifically referring to the provisions of this document, may transfer to a subsequent owner of the property now owned by Declarant in the general area of the Subdivision, any of the rights herein reserved by Declarant.

25. 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 undersigned have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in its corporate name by its President, attested to by its Secretary, its common corporate seal affixed hereto, all as the act and deed of the said corporation and by authority of its Board of Directors duly and legally given this day and year first above written.

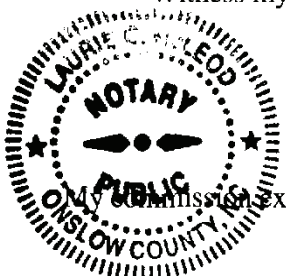
WALNUT HILLS OF NORTH CAROLINA, INC.

BY: Richard A. Padrick (SEAL)
Richard A. Padrick, President

NORTH CAROLINA
ONSWLOW COUNTY

I, a Notary Public of the County and State aforesaid, certify that Richard A. Padrick, personally came before me this day and acknowledged that he is President of Walnut Hills of North Carolina, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President.

Witness my hand and official stamp or seal, this 3 day of May, 2006.



Laurie C. McLeod
NOTARY PUBLIC

My commission expires: 2/28/11

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Recorded: 11/20/2008 at 01:18:14 PM
Fee Amt: \$77.00 Page 1 of 22
Onslow County, NC
Maryland K. Washington Reg. of Deeds

BK 3150 PG 904-925

Prepared by: GLENN O'KEITH FISHER, ATTORNEY
FRANK W. ERWIN, ATTORNEY

Index in the Grantor Index:

**WALNUT HILLS SECTIONS III-B , IV-C and V
WALNUT HILLS OF NORTH CAROLINA, INC., Declarant
WALNUT HILLS ARCHITECTURAL CONTROL COMMITTEE
WALNUT HILLS COMMUNITY SERVICES ASSOCIATION, INC.
HILLCREST HOMEBUILDERS, INC.**

NORTH CAROLINA
ONslow COUNTY

**MASTER DECLARATION OF
COVENANTS AND RESTRICTIONS**

(SF/CSA-STREETS)

**[CONTAINING A DECLARATION OF EASEMENTS-
AGREEMENT FOR MAINTENANCE AND REPAIR
Including Automatic Termination]**

**WALNUT HILLS
(47F-1-101 et seq.)**

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made the 4 day of JUNE, 2008, by **WALNUT HILLS OF NORTH CAROLINA, INC.**, a North Carolina corporation, and **HILLCREST HOMEBUILDERS, INC.** hereinafter called "Declarant," and **TOBY ANDREW EBERLE** and wife, **CATHERINE EBERLE**, hereinafter referred to as "EBERLES."

**ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540**

BACKGROUND STATEMENT

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 are for the benefit of such property and for each owner thereof, 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, 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. SUBJECT 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:

TRACT 1:

Being all of Lots 53 & 54 as shown on that plat entitled "Revised Final Plat Walnut Hills Section III-B," prepared by Parker & Associates, Inc. and recorded in Map Book 56, Page 12, Slide M -606, Onslow County Registry.

TRACT 2:

Being all of Lots 63 through 67, inclusive, and Lots 84 through 87, inclusive, as shown on that plat entitled "Final Plat Walnut Hills Section IV-C, prepared by Parker & Associates, Inc. and recorded in Map Book 54, Page 159, Slide M -273, Onslow County Registry.

TRACT 3:

Being all of Lots 50, 51, 52, 88, 89, 91 and 92 as shown on that plat entitled "Final Plat Walnut Hills Section V," prepared by Parker & Associates, Inc. and recorded in Map Book 56, Page 60, Slide M -654, Onslow County Registry.

2. DEFINITIONS:

A. "Association" shall mean and refer to a non profit association, its successors and assigns, which shall be formed by the Declarant as provided in this Declaration.

B. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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C. "Properties" shall mean and refer to that certain real property hereinafter described, and such additions thereto as hereafter be brought within the jurisdiction of the Association, and specifically includes all of that subdivision known generally as **WALNUT HILLS, SECTIONS III-B, IV-C and V.**

D. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners, the public, or both, and specifically shall mean any storm water control or disposal improvements, piers, walkways, streets, if any, which may be constructed. "Common Area" shall specifically include any streets conveyed to the Association which have not yet been accepted by the North Carolina Department of Transportation.

E. "Lot" shall mean and refer to any plot of land shown upon any record subdivision map of the Properties with the exception of the Common Area, and includes any improvements thereon, if any.

F. "Declarant" shall mean and refer to **WALNUT HILLS OF NORTH CAROLINA, INC.**, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

3. **PURPOSES:** No lot, lots, or portions thereof shall be put to any use other than for residential purposes, except that any lot may be used by the Declarants for a street or roadway.

4. **LAND USE AND BUILDING TYPE:** No building 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 not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonable appurtenant to the dwelling, provided that the same are constructed in line with general architectural design and construction standards used as the dwelling itself. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales purposes.

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 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 1400 square feet for a one-story dwelling nor less than 800 square feet for a dwelling of more than one story. The height of all foundations shall be 20 inches or higher above the finished grade of the ground after all landscaping is completed. All foundations shall be brick or stone, veneer unless the house has a stucco exterior

in which event the foundation may be covered with stucco. No cinder block, concrete block or equivalent construction shall be visible after construction is completed.

7. BUILDING LOCATION: No building shall be located on any corner lot nearer to the front line or any side street line than as shown on the recorded plat. No building shall be located with respect to interior side lot lines so as to be nearer than ten (10) feet to either such line. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat nor nearer than 20 feet to the rear lot line, and no garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps, open porches, and carports shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten percent (10%) in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

7.1 VARIANCES: The Association may allow reasonable variances and adjustments of the restrictions set forth in this Declaration in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that any such variance granted must be done in conformity with the intent and purposes of the general development scheme and provided also that in every instance such variance or adjustment shall not materially be detrimental or injurious to other property or improvements within the Properties.

The Declarant reserves the right and the authority to allow further encroachment by any lot owner into the aforesaid front line, any side street line, interior or rear lot line or other setback lines herein prior to construction or to grant a variance as to any encroachment after the commencement or completion of construction. In addition, the Declarant may also vary the provisions of this Declaration regarding the height of the buildings provided such variance granted shall be in conformity with the intent and purposes of the general development scheme of the subdivision and provided that the variance or adjustment shall not materially be detrimental or injurious to other property or improvements within the subdivision. When the Declarant has conveyed the last numbered lot in the subject property as evidenced by the recordation of a deed therefore, then the right of the Declarant to grant further encroachment into the setback lines and authority of the Declarant to grant variances for encroachments into said setbacks shall be, as to the Declarant, shall end.

8. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the front minimum set back line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred, if any such lots as shown do not meet these requirements.

9. 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 and/or assigns reserves the right to adjust boundary lines and numbered lots on the plat referred to above without the consent of anyone.

10. 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.

11. EASEMENTS: Easements for installation or maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot and 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 a 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.

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 service, drainage or other utilities including water and sewer services.

12. ANIMALS: No animals, livestock, or poultry of any kind shall be kept or maintained on any lot in any dwelling except that household pets (except as excluded below) may be kept provided that said pet is not kept for breeding or commercial purposes. No Pit Bull Terrier, Bull Terrier, Rottweiler, Akita, Alaskan Malamute or any mix thereof shall not be kept or maintained on any lot or in any dwelling. 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 a pet kept on their lot.

13. 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.

14. ERECTION OF FENCES: No fence over six (6) feet in height shall be constructed between the front building line and the back lot line nearer than 10 feet to any lot line. No fence shall be erected between the front building line and the street right of way unless such fence shall be of an ornamental nature. Brick and split-rail fences shall be deemed to meet the requirements of this restriction.

15. 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 six (6) 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.

16. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. No junk or abandoned automobiles or parts thereof shall be placed or be allowed to remain or be stored on any lot. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition. The Declarant reserves to right for itself, its successors and assigns to contract for the garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same, so long as public garbage services are not available.

In the event a lot owner fails to maintain their lot and the improvements located thereon in a manner in keeping with other property in the neighborhood, the Declarant further reserves the right, but not the obligation, to clear the lot and improvements of any trash, garbage or other waste and to cut and clear the grass, weeds and undergrowth upon any lot and to charge the same to the owner.

17. SIGHT DISTANCE AT INTERSECTIONS: 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 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 distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

18. TEMPORARY STRUCTURES: No structure of a temporary character, mobile home, double-wide mobile home, trailer, camper, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. It is provided, however, that the Declarant may grant permission for any such temporary storage of materials during construction. Any such temporary structures as may be approved shall not be used at any time as a dwelling. No trailer, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any vehicle be allowed to remain on any lot at any time for any purposes unless it is parked behind the main dwelling structure or placed inside the carport or garage.

19. DRIVEWAY TILES AND DRAINAGE: All driveways shall have drainage tile in the street ditches installed and sized in accordance with the N. C. Highway Commission standards and such tile shall be covered by such dirt cover as required by the North Carolina Department of Transportation and the manufacturer of the driveway tile. All driveways shall be constructed of a hard paved surface.

20. RESUBDIVISION: No resubdivision of any single Lot shall be allowed, except that nothing contained herein shall prohibit the owner of a Lot from conveying by deed or easement a portion of a Lot to an adjoining Lot owner for the purpose of curing an encroachment or setback violation. Further, provided, however, that the Declarant, its successors or assigns, reserves the right to make minor boundary line adjustments between lots so long as said adjustment does not exceed ten percent (10%) of the total area of a given lot.

Nothing contained herein shall prohibit conveyance of more than one Lot, or portions of contiguous Lots, as long as the resulting Lot or Lots are greater in size than those originally subdivided. Upon the recombination of any Lots to reduce the total number of allowable building Lots, for purposes of membership in the Association and for purposes of the payment of dues and assessments, any recombined Lots shall be considered a single Lot upon recordation of a plat so showing in the office of the Register of Deeds, but the combining of lots shall not reduce the number of lots for the purpose of assessments and the assessments shall be pro rated based upon the area of the recombined lots.

Any recombined or resubdivided lot shall be restricted to the construction thereon of one Living Unit per redivided Lot. It is the intention that the recombining of lots will decrease the number of homes within the property subject to this declaration, but that in no event shall the maximum number of homes which can be constructed within the property subject to this declaration increase.

Furthermore, should any Lot be determined by Declarant to be unbuildable, and should such Lot then be deeded to the Association as Association Property, or dedicated by Declaration as recreation or open space area for the benefit of the Association, all by document duly recorded in the office of the Register of Deeds of Onslow County, there shall be no further dues or assessments owed from the date of such recordation; however, any dues prepaid shall not be reimbursed.

21. WETLANDS, CONSERVATION and STORMWATER SPECIAL PROVISIONS: It shall be the responsibility of each owner, prior to alteration of any lot, to determine if any Lot shall have 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 state wetland rules adopted by the State of North Carolina in force at the time of the proposed alteration. The intent of this deed restriction is to prevent additional wetland fill, so the property Owner should not assume that a future application for fill will be approved. The property Owner shall report the name of the subdivision, in any application pertaining to wetland rules. This covenant is intended to insure the continued compliance with wetland rules adopted by the State of North Carolina 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.

The allowable built-upon area per lot for Section III-B is 12,720 square feet and for Section IV-C is 9,825 square feet. This allotted amount includes any built upon area constructed within

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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. These covenants pertaining to stormwater regulations may not be changed or deleted without concurrence of the Division of Water Quality. Filling or piping of any vegetative conveyances (ditches, swales or similar improvements) associated with the development except for average driveway crossings, is strictly prohibited. Lots with CAMA's Area of Environmental Concern may have the permitted built upon area reduced due to CAMA jurisdiction with the Area of Environmental Concern. Filling in, piping or altering any designated curb outlet swale associated with the development is prohibited by any persons.

21.1 COMMUNITY OR GOVERNMENTAL WASTEWATER TREATMENT

AVAILABILITY: It is anticipated that a public or private wastewater treatment facility may be available to the lots of this subdivision at some future date. When so available, all lots shall connect to such system within ninety (90) days after the first date of availability to any lot or lots in the subdivision. Such community or governmental wastewater treatment or other public or private sewer system shall first be approved by any North Carolina governmental or regulatory authority.

21.2 EASEMENTS FOR SEPTIC TANKS SYSTEMS AND FOR REPAIRS AREAS:

All lots have been determined to be potentially unsuitable or unsuitable for septic tank sewage disposal or for inclusion of a repair area. Declarant has, therefore, determined that it is in its best interest to utilize off site drainage fields on that property shown and described as that 15.5 acre "Reserved by Owner" on that plat entitled "Revised Final Plat Walnut Hills Section III-B" and recorded in Book 56, Page 12, Onslow County Registry. The plans and specifications for said off-site, low pressure system have been approved by the Onslow County Health Department. This Declaration is entered into in order to provide the necessary easements for said system, and to provide for the maintenance and repair of the systems. The terms and conditions of the easements, rights and obligations of owners of the Lots utilizing the area are as follows:

A. **Easement:** There shall be an non-exclusive easement for the benefit of all lots in Walnut Hills Section III-B, IV-C and V as recorded in Map Book 56, Page 12, Map Book 54, Page 159 and Map Book 56, Page 60, Onslow County Registry, for the purposes of installation, maintenance and repair of septic tanks, pumps and lines, over real property described as follows: Being all of that property shown as that 15.5 acre "Reserved by Owner" on that plat entitled "Revised Final Plat Walnut Hills Section III-B" and recorded in Book 56, Page 12, Onslow County Registry.

B. **Ownership, Use and Termination:** The owners of those lots in Walnut Hills Section III-B, IV-C and V as recorded in Map Book 56, Page 12, Map Book 54, Page 159 and Map Book 56, Page 60, Onslow County Registry, shall have respective and perpetual (subject to termination as hereinafter provided) non-exclusive easements over the area as set out above for purposes of installation, maintenance and repair of pipes, lines and drain field in accordance with approved plans

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and specifications and all streets for the purposes of lines, together with access easements as shown on the plats. The aforesaid easements established herein shall terminate, as to each of any such lots utilizing the easement area, ninety (90) days after the first date of availability, to said lots, of a public or private sewer system. Notwithstanding the existence of the easements, the Association shall be responsible for payment of ad valorem taxes on each said lot upon which the easements exist until the date of termination as described in the preceding sentence.

C. Plans and Specifications: The plans and specifications for the aforesaid systems, and the operation and maintenance of the systems, are described or shown in operation permits on file with the office of the Environmental Health Division, Onslow County, Onslow County Courthouse, Jacksonville, NC 28540. All of the above-listed documents are hereby incorporated by reference.

D. Installation per Plans and Specifications: The installation and maintenance of the septic systems shall be, at all times, in accordance with the documents listed above.

E. Maintenance and Repair Responsibilities: Maintenance and repair of the system which lies within the easement described herein, and maintenance of that easement area and any pipes running from the lot to the easement area, and the cost and repair of electricity and pumps to be utilized by each lot, shall be the sole responsibility of the respective owners of each lot utilizing the easement area. It is the intention that maintenance of any improvements shall be the sole responsibility of the owners of that lot which is benefitted by the described easement and system therein located. Notwithstanding the above, the Association shall have a non-exclusive easement for the purpose of, and shall be responsible to provide routine maintenance such as landscaping and mowing, and any maintenance not associated with the individual wastewater system, which shall be the responsibility of the lot owner utilizing the easement. Such easement shall terminate as provided above.

F. Agreement Binding: The terms of this Declaration shall be binding upon, and shall inure to the benefit of, the owners of the lots in Walnut Hills Section III-B, IV-C and V as recorded in Map Book 56, Page 12, Map Book 54, Page 159 and Map Book 56, Page 60, Onslow County Registry, their heirs, executors, administrators, successors and assigns. The easements and obligations herein shall run with the said in Walnut Hills Section III-B, IV-C and V, as recorded in Map Book 56, Page 12, Map Book 54, Page 159, Map Book 56, Page 60, Onslow County Registry and shall be deemed transferred with the transfer of each said lot, whether or not specifically described in a deed therefor.

22. ASSOCIATION/ STREETS/ROADS:

A. Declarant or declarant's successors in interest shall cause to be formed an Association as a not for profit corporation pursuant to Chapter 55A of the North Carolina General Statutes, prior to the conveyance of any property to the Association.

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B. The purpose of the association and any assessments imposed by the association shall be as set out elsewhere in this Declaration for the maintenance of the easement or drain field areas for off site wastewater treatment and also shall specifically include the obligation to maintain in passable condition all roads and streets within the subdivision that may hereinafter be transferred to the Association, until and unless the streets are dedicated and accepted by the North Carolina Department of Transportation. The non-state maintained road(s) allowed under the Onslow County Subdivision Regulations and which are a part of this subdivision have been designed and will be built to the standards of said Ordinance. It is the intention of the Declarant to dedicate the streets to the State of North Carolina Department of Transportation or a political subdivision of the State of North Carolina or a governmental entity or authority for ownership and maintenance. Prior to that time, then in accordance with these covenants, streets within the subdivision shall be maintained by the Association until such time as maintenance is assumed by the State of North Carolina. In the event dedication is not allowed or accepted, streets within the subdivision shall be maintained by the Association. The obligation of the Homeowners Association to maintain the streets and roads in the subdivision shall continue until such time as the North Carolina Department of Transportation has accepted said roads into its statewide system.

C. Upon the acceptance of the subdivision streets by the North Carolina Department of Transportation, the Association, if formed, shall be dissolved, unless the Association has been conveyed other property (including any rights in and to an easement for offsite wastewater treatment as provided for in this Declaration) or unless a majority of the members vote, at a Special Meeting of the Association, to not dissolve the Association.

D. Notwithstanding anything to the contrary contained herein, the Declarant shall retain the right and authority and the Association and all owners of lots subject to this Declaration, hereby grant authority to the Declarant and its assigns, the right and power to act on their behalf for the purpose of and in furtherance of the dedication of streets in this subdivision. The Association and lot owners agree that those streets and rights of ways shown on the recorded plats referred to in this Declaration or any amendment hereto may, without further approval or the joinder of the said lot owners, be dedicated to the State of North Carolina Department of Transportation or any political subdivision of the State of North Carolina or any governmental entity or authority created for by governmental action for the purpose of, but not limited, holding title to such property for the purpose of roads, streets or utilities.

The Association and the lot owners also agree that any dedication of the streets may be undertaken and may be effected by the Declarant and/ or its assigns. Such act of the Declarant and/ or its assigns, shall have the effect to dedicate those streets and rights of ways shown on the recorded plats referred to in this Declaration or any amendment hereto may, without further approval or the joinder of the Association or said lot owners.

22.1. ASSOCIATION AND MANAGEMENT: Management of the affairs of the Association shall be the right and responsibility of the Board of Directors of the Association provided, however, that subject to NCGS 47F-3-103(d), Declarant shall appoint and remove all members of the Board of Directors and officers, until the end of the period of Declarant control. Declarant Control shall end, at the earlier of:

- A. The sale of the last Lot by Declarant in the subdivision.
- B. On that date which is seven (7) years from the date of the recording of this document.

23. COVENANTS FOR MAINTENANCE ASSESSMENTS:

A. Creation of the Lien and Personal Obligations of Assessment: All expenses of the association shall be, and for purposes of assessments, the common expense liability shall be assessed against the lots are to be allocated equally among all lots. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed, therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) annual assessments or charges;
- (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided;
- (3) to the appropriate governmental taxing authority, a pro rata share of ad valorem taxes levied against the Common Area if the Association shall default in the payment therefor for a period of six (6) months, all as hereinafter provided.

The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and costs, and reasonable attorneys' fees (as provided in North Carolina General Statutes §6-21.2) incurred by the Association in collecting delinquent assessments shall also be the personal obligation of the person or entity who was the Owner at the time when the assessment became due. The obligation of an Owner for delinquent assessments shall not pass to his successors or assigns in title.

B. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvements and maintenance, current and capital, of the Common Area, and specifically any

storm water control or disposal improvements, and any roads which are or maybe become property of the Association.

C. Minimum Annual Assessment: Upon the establishment of an association, the initial minimum annual assessment shall be \$ 300.00 per year. So long as there exists Declarant Control, the Declarant shall pay no dues or assessments but in lieu thereof the Declarant covenants and agrees to defray such deficit as may be required for maintenance up to the amount of the current operating budget.

D. Collection of Assessments: The Board of Directors shall fix the amount of the assessment against each lot at least thirty (30) days in advance of the annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors of the Association and the Board of Directors shall have the authority to require the assessment to be paid in pro-rata monthly installments, quarterly and semi-annually as well as annually. The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid.

E. Assessment Change: Should the Board of Directors at any time determine, in its sole discretion, that the assessments levied are or may provide to be insufficient to pay the costs of operation and management of the Association, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessments as it may deem necessary.

F. Remedies for Non-Payment of Assessments: Any assessment which are not paid when due shall be delinquent. The assessment shall bear interest from the due date at the rate established by the Board of Directors of the Association, or if not set by the Board, at the highest rate allowed by law, together with such late fees as may be set by the Board. The Association shall file a lien of record against any lot where there remains an assessment unpaid for a period of thirty (30) days or longer. Said lien shall be filed in the office of the clerk of superior court of Onslow County in a manner provided therefor by Article 8 of Chapter 44 of the North Carolina General Statutes. No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Area or abandonment of his dwelling unit or site.

The Association may bring an action at law against the Owner personally obligated to pay any assessments and interest. Costs and reasonable attorneys' fees for the prosecution of any such action shall be added to the amount of such assessment. In the event of such action at law and in the further event that such action results in a judgment being entered against the Owner and in favor of the Association, then, and in that event, the Association shall collect on such judgment in such manner and to the extent provided and permitted by the laws of the State of North Carolina.

The Association's lien may be foreclosed in like manner as a mortgage on real estate under power of sale under Chapter 45 of the North Carolina General Statutes. All fees, charges, late charges, fines, and interest are enforceable as assessments.

In any foreclosure action brought under the power of sale provisions, the Association shall be deemed to be the holder and owner of the obligation secured by this Declaration. The Registered Agent of the Association shall be the Trustee for all purposes of the foreclosure proceeding and the Association shall have the power to appoint a substitute trustee if for any reason the Association desires to replace the trustee, and the said substitute trustee shall succeed to all rights, powers and duties thereof. The Association shall request of the trustee to sell the land subject to the lien at public auction for cash, after having first given such notice and advertising the time and place of such sale in such manner as may then be provided by law for mortgages and deeds of trust, and upon such and resales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey to the purchaser in as full and ample manner as authorized by Chapter 45. The Trustee shall be authorized to retain an attorney to represent him in such proceedings. The proceeds of the Sale shall, after the Trustee retains his commission, together with any additional attorney's fees incurred by the Trustee, be applied to the costs of the sale, including but not limited to costs of collection, taxes assessment, costs of recording, service fees, and incidental expenditures, the amount due on any note secured by the property, and any advancements made by the Association in the protection of the security.

G. Effect of Default in Payment of Ad Valorem Taxes of Assessments for Public Improvement by Association: Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area or assessments for public improvements to the Common Area, which default shall continue for a period of six (6) months, each owner of a Lot in the development shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Lots in the development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien subject to the lien of the governmental authority levying said ad valorem taxes on the Lot of the then owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the owner.

H. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof

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I. **Rights of Mortgagees:** (1) Notice of action: A holder or insurer of a mortgage, upon written request to the Owners Association (such request to state the name and address of such holder or insurer and the description of secured properties) will be entitled to timely written notice of:

- 1) Any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage.
- 2) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot upon which it holds a mortgage.
- 3) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Owners Association.
- 4) Any proposed amendment to the project instruments effecting a change in the boundaries of any Lot, ownership of Common Elements, if any, the number of votes in the Owners' Association pertaining to any Lot or any proposed change in the restrictions on the properties.

24. ARCHITECTURAL CONTROL COMMITTEE:

A. Except for original and initial construction and subsequent modification of improvements by the Declarant on any Lot which such construction is and shall be exempt from the provisions of this provision, no building, wall, fence, landscaping, berm or hedge which act as a fence or privacy inducing structure, pier, dock, ornamentation, or other structure or improvements of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Committee have been approved in writing by the Architectural Control Committee.

Each building, wall, fence or other structure or improvements of any nature, together with any ornamentation or landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved.

Any change in the appearance of any building, wall, fence or other structure or improvements and any change in the appearance of the landscaping (excepting the planting of flowers and shrubs indigenous to the area), shall be deemed an alteration requiring approval. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

B. (1) The Architectural Control Committee shall make all efforts to cooperate with the owner or agent in effecting a prompt and reasonable response to any submission. Within thirty (30) days after receipt of all required information, the Architectural Control Committee shall submit in writing to the owner of the lot a response stating whether or not the requested improvements are approved. Unless a response is given by the Architectural Control Committee

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within thirty (30) days, the plan shall be deemed approved. The response of the Architectural Control Committee may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate and the 30 day time period for response shall only commence upon the receipt of the requested additional information. Conditional approvals may be granted and if approval with conditions is granted and thereafter construction begins, the construction shall be deemed approved by the owner of the lot of the conditions imposed.

(2) Action of the Architectural Control Committee may be based upon any reasonable ground, including aesthetic grounds. Requirements of any governmental authority shall not be considered by the Committee.

(3) The Architectural Control Committee shall make the following affirmative findings before any plans are approved:

(a) That the improvements sought to be constructed will not have a negative economic impact on any other lot within the subdivision.

(b) That all required specific buildings standards and other conditions contained within the Restrictive Covenants, By Laws and other subdivision documents have been met.

(c) That the improvements are architecturally compatible with proposed or constructed improvements on other lots within the subdivision.

(d) That the natural features of the lot have been retained to the maximum extent possible.

C. The paint, coating, stain and other exterior finishing colors on all buildings may be maintained as that originally installed, without prior approval of the Architectural Control Committee, but prior approval by the Architectural Control Committee shall be necessary before any such exterior finishing color is changed.

D. Until such time as the sale of the last numbered lot in the subject property is evidenced by the recordation of a deed therefore, all rights, privileges, powers and authority granted herein to the initial Architectural Control Committee, to whom the specific power to act hereunder is expressly conveyed, shall be exercised by Declarant, its successors or assigns. In the event of the dissolution of Declarant or the failure of Declarant to specifically assign the rights, privileges, powers and authority hereunder prior to the sale of the last numbered lot in the subdivision known as the subject property, then any owner may provide notice to each owner by registered mail of a meeting to be held not less than thirty (30) days thereafter, where the owners may elect, by a majority vote of those present and a quorum having been obtained, an Architectural Control Committee. The

said committee shall be composed of three (3) owners and who shall serve until the next meeting. At any time after the initial meeting, the individual owners of record of three (3) lots may call a meeting to be held after thirty (30) days notice by registered mail to all of the other said lot owners of record, and may elect a new Architectural Control Committee, fill any vacancies on the Architectural Control Committee, or remove the members of the existing Architectural Control Committee. A quorum for any meeting of individual lot owners shall be the owners of at least ten percent (10%) of the lots in the subdivision known as the subject property.

E. A majority of the Architectural Control Committee may take any action said Committee is empowered to take, may designate a representative to act for the Architectural Control Committee, and may, upon the approval of the Board of Directors, employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor. The members of the Architectural Control Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee may establish a fee to cover the expense of reviewing plans and related data at the time plans are submitted for review in order to compensate any consulting architects, landscape architects, urban designers or attorneys.

F. Any requirement for registered mail service shall be complied with by mailing said notice to the address shown on the county tax records for the respective lot owner.

25. EASEMENTS:

A. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through a 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.

B. 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 ten (10) feet off 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 service, drainage or other utilities including water and sewer services.

C. For a period of two (2) years from the date of conveyance of the first Lot in a Parcel, the Declarant reserves a blanket easement and right of way on, over and under the ground within a Parcel to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary.

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Following such action the Declarant shall restore the affected property to its original condition as near as practical. The Declarant shall give reasonable notice of its intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice. At the expiration of such two (2) year period, said easement to correct drainage shall automatically be held by the Association.

26. OWNER'S EASEMENT OF ENJOYMENT:

A. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (1) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (2) the right of the Association to limit the number of guests of members;
- (3) the right of the Association to suspend the voting right and to use the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (4) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by fifty-one percent (51 %) of each class of members agreeing to such dedication or transfer has been recorded.
- (5) the right of individual Owners to the exclusive use of parking spaces as provided in this article.
- (6) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

B. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

27. GENERAL PROVISIONS:

A. 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 twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years.

B. Enforcement: 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 Association, its successors and assigns and the owners of the number lots in the subdivision, or any of them, jointly or severally, shall behave the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. Costs and reasonable attorney fees shall be recoverable by the Association as part of any judgment or order to enforce these Restrictive Covenants. 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.

C. Remedies Extended to the State of North Carolina: To ensure that this subdivision is maintained consistent with the laws of the State of North Carolina, the State of North Carolina is specifically empowered to take such acts necessary by and through its officers to enforce any of these covenants against an Owner or the Association. The State of North Carolina is specifically made a beneficiary of these covenants.

D. Modification of Restrictive Covenants: These restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarants or their successors in title and by the owner 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 Declarants own sixty percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

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

28. ANNEXATION: Declarant, for itself and its successors and assigns, reserves the right to access and service other portions of property belonging to Declarant or other property designated by Declarant using the streets and the water and sewer systems shown on the recorded map or lying within the subdivision and reserves the right to grant access for the purposes of ingress, egress, regress and the installation and maintenance of utilities and further subdivision over the streets shown on the recorded map and to the water and sewer systems within the subdivision to any area outside the subdivision to which Declarant deems such grant desirable. Declarant reserves the right to annex additional portions of its property located in the area of the subdivision into this

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Subdivision and to make such additional property subject to the Restrictions herein provided. In the event Declarant does so, the owners of such additional property and the owners of the lots in this subdivision shall have identical rights and duties. Any such annexation(s) shall be evidenced by a written instrument of annexation recorded in the Office of the Register of Deeds of Onslow County, which refers to this instrument.

29. TRANSFER BY DECLARANT: The Declarant, by written and recorded instrument specifically referring to the provisions of this document, may transfer to a subsequent owner of the property now owned by Declarant in the general area of the Subdivision, any of the rights herein reserved by Declarant.

30. EXECUTION BY EBERLES: The EBERLES have executed this document for the sole purpose of subjecting the property conveyed to them by deed recorded in Deed Book 3035, Page 778, Onslow County Registry and as corrected by Deed of Correction recorded in Deed Book ~~3120~~, Page ~~920~~ Onslow County Registry to all of the terms, conditions, benefits, restrictions, covenants and conditions set forth herein; said property being described as being all of Lot 53 as shown on that plat entitled "Revised Final Plat Walnut Hills Section III-B, prepared by Parker & Associates, Inc. and recorded in Map Book 56, Page 12, Onslow County Registry.

(INTENTIONALLY LEFT BLANK)

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IN WITNESS WHEREOF, as the above date, Grantor (whether person, corporation, limited liability company, general partnership, limited partnership, or other entity) has signed this instrument in the ordinary course of business, by the signature(s) below if its duly authorized representative(s), as the act of such entity.

WALNUT HILLS OF NORTH CAROLINA, INC.

BY: Richard A. Padrick
RICHARD A. PADRICK, President

HILLCREST HOMEBUILDERS, INC.

BY: Richard A. Padrick
RICHARD A. PADRICK, President

Toby Andrew Eberle (SEAL)
TOBY ANDREW EBERLE

Catherine Eberle (SEAL)
CATHERINE EBERLE

ONslow COUNTY
NORTH CAROLINA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: RICHARD A PADRICK, President, Walnut Hills of North Carolina, Inc.

Date: 6-4-08



(Official Seal)

Karen M Fisher
(Official Signature of Notary)

Karen M. Fisher
Notary Public
(Notary's printed or typed name)

My commission expires: 4-28-09

ONslow COUNTY
NORTH CAROLINA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: RICHARD A. PADRICK, President, Hillcrest Homebuilders, Inc.

Date: 6-4-08



(Official Seal)

Karen M Fisher
(Official Signature of Notary)

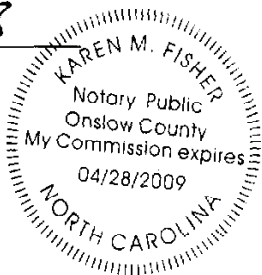
Karen M. Fisher
Notary Public
(Notary's printed or typed name)

My commission expires: 4-28-09

ONslow COUNTY
NORTH CAROLINA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: TOBY ANDREW EBERLE and wife, CATHERINE EBERLE.

Date: 6-4-08



(Official Seal)

Karen M Fisher
(Official Signature of Notary)

Karen M. Fisher
Notary Public
(Notary's printed or typed name)

My commission expires: 4-28-09

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 Fee Amt: \$26.00 Page 1 of 5
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
BK 3383 PG 775-779

NORTH CAROLINA

ONSLOW COUNTY

**AMENDMENT OF MASTER DECLARATION
OF COVENANTS AND RESTRICTIONS**

THIS AMENDMENT OF MASTER DECLARATION OF COVENANTS AND RESTRICTIONS, made this the 6th day of April, 2010 by WALNUT HILLS OF NORTH CAROLINA, INC., a corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as "Declarant," and TOWN & COUNTRY BUILDING COMPANY, INC., a corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as "Town & Country;"

W I T N E S S E T H:

THAT WHEREAS, the Declarant is the developer of certain property located in Richlands Township, Onslow County, North Carolina and more particularly described as follows:

TRACT 1:

Being all of Lots 53 & 54 as shown on that plat entitled "Revised Final Plat Walnut Hills Section III-B," prepared by Parker & Associates, Inc. and recorded in Map Book 56, Page 12, Slide M -606, Onslow County Registry.

TRACT 2:

Being all of Lots 63 through 67, inclusive, and Lots 84 through 87, inclusive, as shown on that plat entitled "Final Plat Walnut Hills Section IV-C, prepared by Parker & Associates, Inc. and recorded in Map Book 54, Page 159, Slide M -273, Onslow County Registry.

TRACT 3:

Being all of Lots 50, 51, 52, 88, 89, 91 and 92 as shown on that plat entitled "Final Plat Walnut Hills Section V," prepared by Parker & Associates, Inc. and recorded in Map Book 56, Page 60, Slide M -654, Onslow County Registry.

NOW, THEREFORE FOR VALUABLE CONSIDERATION IN HAND PAID, the receipt of which is hereby acknowledged, the Declarant does hereby amend and modify that Declaration recorded in Deed Book 3150, Page 904, Onslow County Registry as follows:

A. By amending Paragraph 6 of said Declaration so that the first sentence of said paragraph is deleted in its entirety and in its place and stead the following sentence is substituted:

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1400 square feet for a one-story dwelling nor less than 750 square feet for a dwelling of more than one story.

The intent of this modification being to change the square footage of the ground floor of the main structure having more than one story to 750 square feet instead of 800 square feet as set forth in the original Declaration.

B. By amending Paragraph 12 of said Declaration so that the original paragraph is deleted in its entirety and in its place and stead the following is inserted:

12. ANIMALS: 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. Any and all pets shall not be allowed on the premises unless same are under direct control of the owner at all times and are not creating a nuisance or annoyance to the other owners within the property.

C. That this provision shall have the same force and effect as if it were contained in the original document recorded in Deed Book 3150, Page 904, Onslow County Registry. Except as specifically set forth herein, the provisions of the aforesaid Declaration shall remain in full force and effect.

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in its corporate name by its President, attested to by its Secretary, its common corporate seal affixed hereto, all as the act

and

WHEREAS, said subdivision contains eighteen (18) lots; and

WHEREAS, by document dated June 4, 2008 and recorded November 20, 2008 in Deed Book 3150, Page 904, Onslow County Registry, the Declarant placed certain covenants and restrictions upon said property by a document entitled "Master Declaration of Covenants and Restrictions," hereinafter referred to as the "Declaration;" and

WHEREAS, said Declaration provides in paragraph twenty-seven (27) as follows:

D. Modification of Restrictive Covenants: These restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarants or their successors in title and by the owner 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 Declarants own sixty percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

and

WHEREAS, the Declarant and Town & County, collectively, are the owners of over sixty percent (60%) of the aforesaid subdivided lots and therefore can amend the covenants against said property without the consent of any other party.

WHEREAS, the Declarant wishes to amend the aforesaid Declaration by modifying paragraph 6 of said Declaration so that the minimum square footage for the ground floor area of a house with more than one story shall be 750 square feet instead of 800 square feet; and

WHEREAS, the Declarant also wishes to amend the aforesaid Declaration by deleting paragraph 12 in its entirety and in its place and stead substituting the following paragraph:

12. ANIMALS: 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. Any and all pets shall not be allowed on the premises unless same are under direct control of the owner at all times and are not creating a nuisance or annoyance to the other owners within the property.

and deed of the said corporation and by authority of its Board of Directors duly and legally given this day and year first above written.

WALNUT HILLS OF NORTH CAROLINA, INC.

By: Richard A. Padrick (SEAL)
Richard A. Padrick, President

TOWN & COUNTRY BUILDING COMPANY, INC.

By: Marilyn Bunce (SEAL)
Marilyn Bunce, President

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

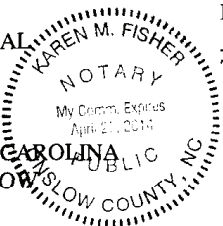
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Richard A. Padrick, President of Walnut Hills of North Carolina, Inc.

This the 10th day of April, 2010.

My commission expires: 4-28-14 Karen m Fisher

Notary Public

NOTARY SEAL



Karen m. Fisher

Typed or printed name of notary

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

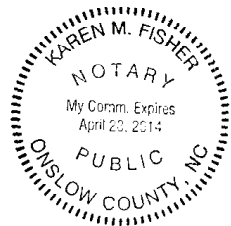
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Marilyn Bunce, President of Town & Country Building Company, Inc.

This the 10th day of April, 2010.

My commission expires: 4-28-14 Karen m Fisher

Notary Public

NOTARY SEAL



Karen m. Fisher

Typed or printed name of notary