

BOOK 1381 PAGE 465

thereof: to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property: to preserve, so far as practicable, the natural beauty of said property: to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials: to obtain harmonious color schemes: to insure the highest and best development of said property: to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots: to prevent haphazard and inharmonious improvement of lots: to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE III

All lots shall be used for residential purposes. No building shall be erected, altered, placed or be permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

ARTICLE IV

No building shall be located on any lot nearer to the front or side street lot lines than the minimum building set-back lines shown on recorded map referred to in Article I hereof. No building shall be located nearer than ten (10) feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located one hundred (100) feet or more from the minimum building set-back line. For the purposes of this covenant, eaves, steps and open porches shall not

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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. Declarant reserves the right to waive minor violations of the set-back and side line requirements set forth in this paragraph. (Violations not in excess of ten (10%) percent of the minimum requirements shall be deemed minor.)

ARTICLE V

No single story residential structure which has an area of less than 1,000 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot, and no story and one-half, two story or two and one-half story residential structure which has a ground floor area of less than 800 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot.

ARTICLE VI

No residential structure shall be erected or placed or permitted to remain on any lot having a width of less than 75 feet at the minimum set-back line. No residential structure shall be erected or placed or permitted to remain on any lot having an area of less than 10,000 square feet, provided a dwelling may be erected on any lot shown on the above referred to recorded plat.

ARTICLE VII

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises. No trade material or inventories

BOOK 1381 PAGE 467

may be stored upon the premises and no trucks or tractors may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot.

ARTICLE VIII

No trailer, tent, shack, barn or other outbuilding shall be erected or placed on any lot covered by these covenants. No detached garage shall at any time be used for human habitation temporarily or permanently.

ARTICLE IX

No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property.

ARTICLE X

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

BOOK 1381 PAGE 468

authority or utility company is responsible.

ARTICLE XI

No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building set-back lines established herein.

ARTICLE XII

Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner.

ARTICLE XIII

The allowable built-upon area per lot is 4,200 square feet, inclusive of that portion of the right-of-way between the front lot line and the edge of the pavement, structures, pavement, walkways of brick, stone, slate, but not including wood decking. The covenants pertaining to stormwater regulations may not be changed or deleted without concurrence of the Division of Water Quality. 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. Lots within CAMA's Area of Environmental Concern may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC.

ARTICLE XIV

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2025, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots covered by these covenants it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors

BOOK 1381 PAGE 469

or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent it, her, him or them from so doing or to recover damages or other dues for such violation.

ARTICLE XV

Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not prevent the enforcement of such covenant or covenants in the future.

IN TESTIMONY WHEREOF, the said THE JOHN P. PETTEWAY COMPANY has caused this instrument to be executed in its corporate name the day and year first above written.

THE JOHN P. PETTEWAY COMPANY

BY:

John P. Petteway
John P. Petteway, President

ATTEST:

Brenda M. Petteway
Brenda M. Petteway, Secretary

NORTH CAROLINA:

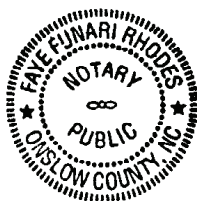
SONSLOW COUNTY:

I, a Notary Public of the County and State aforesaid, certify that

BOOK 1381 PAGE 470

JOHN P. PETTEWAY personally came before me this day and acknowledged that he is President of THE JOHN P. PETTEWAY COMPANY, 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 BRENDA M. PETTEWAY its Secretary.

Witness my hand and notarial stamp of seal, this 8th day of July, 1997.



Faye Funari Rhodes
Notary Public

My Commission Expires: May 25, 1999

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

Faye Funari Rhodes

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 1381 Page 464 This 8th day of July
19 97 at 2:53 o'clock P. M.
Michael M. Thomas By _____
Register of Deeds, Onslow County Register of Deeds

BOOK 1556 PAGE 592

15 20
Waters
NORTH CAROLINA:

1999 JUN 18 AM 11:40

ONslow COUNTY:

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, made this 18th day of June, 1999, by THE JOHN P. PETTEWAY COMPANY, a North Carolina corporation, hereinafter called "Declarant":

WITNESSETH:

THAT WHEREAS, the Declarant is the owner 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 the said property, and each and every lot or parcel thereof, and shall apply to and bind successors in interest and any owner thereof.

ARTICLE I

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

Being all of those designated lots as shown on a plat entitled "Woodlands - Section III-C", prepared by Parker & Associates, Inc., and recorded in Map Book 38, Page 29, Slide K-256, Onslow County Registry.

ARTICLE II

The real property described in Article I hereof is subjected to protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof: to protect the owners of lots against

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such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE III

All lots shall be used for residential purposes. No building shall be erected, altered, placed or be permitted on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

ARTICLE IV

No building shall be located on any lot nearer to the front or side street lot lines than the minimum building set-back lines shown on recorded map referred to in Article I hereof. No building shall be located nearer than ten (10) feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located one hundred (100) feet or more from the minimum building set-back line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a

BOOK 1556 PAGE 594

building on a lot to encroach upon another lot. Declarant reserves the right to waive minor violations of the set-back and side line requirements set forth in this paragraph.

(Violations not in excess of ten (10%) percent of the minimum requirements shall be deemed minor.)

ARTICLE V

No single story residential structure which has an area of less than 1,000 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or permitted to remain on any lot, and no story and one-half, two story or two and one-half story residential structure which has a ground floor area of less than 800 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot.

ARTICLE VI

No residential structure shall be erected or placed or permitted to remain on any lot having a width of less than 75 feet at the minimum set-back line. No residential structure shall be erected or placed or permitted to remain on any lot having an area of less than 10,000 square feet, provided a dwelling may be erected on any lot shown on the above referred to recorded plat.

ARTICLE VII

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises. No trade material or inventories may be stored upon the premises and no trucks or tractors may be stored or regularly parked on the premises. No business activity or trade of any

BOOK 1556 PAGE 595

kind whatsoever, which shall include but be not limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot.

ARTICLE VIII

No trailer, tent, shack, barn or other outbuilding shall be erected or placed on any lot covered by these covenants. No detached garage shall be at any time used for human habitation temporarily or permanently.

ARTICLE IX

No animals or poultry of any kind, other than house pets shall be kept or maintained on any part of said property.

ARTICLE X

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

BOOK 1556 PAGE 596

ARTICLE XI

No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building set-back lines established herein.

ARTICLE XII

Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner.

ARTICLE XIII

The allowable built-upon area per lot is 4,200 square feet, inclusive of that portion of the right of way between the front lot line and the edge of the pavement, structures, pavement, walkways of brick, stone, slate, but not including wood decking. The covenants pertaining to stormwater regulations may not be changed or deleted without concurrence of the Division of Water Quality. 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. Lots within CAMA's Area of Environmental Concern may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC.

ARTICLE XIV

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2025, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots covered by these covenants it is agreed to change said covenants in whole or in part.

BOOK 1556 PAGE 597

If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent it, her, him, or them from so doing or to recover damages or other dues for such violation.

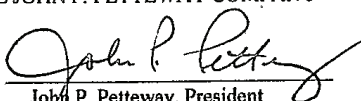
ARTICLE XV

Invalidation of any one of the covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not prevent the enforcement of such covenant or covenants in the future.

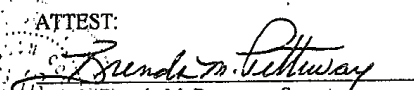
IN TESTIMONY WHEREOF, the said THE JOHN P. PETTEWAY COMPANY has caused this instrument to be executed in its corporate name the day and year first above written.

THE JOHN P. PETTEWAY COMPANY

BY:


John P. Petteway, President

ATTEST:


Brenda M. Petteway, Secretary

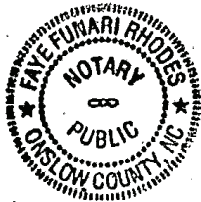
BOOK 1556 PAGE 598

NORTH CAROLINA:

ONslow COUNTY:

I, a Notary Public of the County and State aforesaid, certify that JOHN P. PETTEWAY personally came before me this day and acknowledged that he is President of THE JOHN P. PETTEWAY COMPANY, 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 BRENDA M. PETTEWAY its Secretary.

Witness my hand and notarial stamp or seal, this the 18th day of June, 1999.



Faye Funari Rhodes
Notary Public
My Commission Expires: MAY 25, 2004

NORTH CAROLINA, ONslow COUNTY
The foregoing certificate(s) of

FAYE FUNARI RHODES

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1556 Page 592 This 18TH day of JUNE 19 99 A.D., at 11:40 o'clock A M.
Michael M. Rhoades By _____
Register of Deeds, Onslow County Register of Deeds

BOOK 1982 PAGE 935

#29
Waters

2003 MAR -5 PM 2:10

NORTH CAROLINA:

ONslow COUNTY:

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, made this 5th day of March, 2003, by JOHN P. PETTEWAY AND WIFE, BRENDA M. PETTEWAY, hereinafter called "Declarant":

WITNESSETH:

THAT WHEREAS, the Declarant is the owner 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 the said property, and each and every lot or parcel thereof, and shall apply to and bind successors in interest and any owner thereof.

ARTICLE I

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

BOOK 1982 PAGE 936

Being all of those designated lots as shown on a plat entitled "Woodlands - Section III-D", prepared by Parker & Associates, Inc., and recorded in Map Book 44, Page 40, Slide K-1707, Onslow County Registry.

ARTICLE II

The real property described in Article I hereof is subjected to protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE III

All lots shall be used for residential purposes. No building shall be erected, altered, placed or be permitted on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

ARTICLE IV

No building shall be located on any lot nearer to the front or side street lot lines than the minimum building set-back lines shown on recorded map referred to in Article I hereof. No building shall be located nearer than ten (10) feet to an interior lot line except that no side yard

BOOK 1982 PAGE 937

shall be required for a garage or other permitted accessory building located one hundred (100) feet or more from the minimum building set-back line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Declarant reserves the right to waive minor violations of the set-back and side line requirements set forth in this paragraph. (Violations not in excess of ten (10%) percent of the minimum requirements shall be deemed minor.)

ARTICLE V

No single story residential structure which has an area of less than 1,300 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or permitted to remain on any lot, and no story and one-half, two story or two and one-half story residential structure which has a ground floor area of less than 800 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot.

ARTICLE VI

No residential structure shall be erected or placed or permitted to remain on any lot having an area of less than 10,000 square feet, provided a dwelling may be erected on any lot shown on the above referred to recorded plat.

ARTICLE VII

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises. No trade

BOOK 1982 PAGE 938

material or inventories may be stored upon the premises and no trucks or tractors may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever, which shall include but be not limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot.

ARTICLE VIII

No trailer, tent, shack, barn or other outbuilding shall be erected or placed on any lot covered by these covenants. No detached garage shall be at any time used for human habitation temporarily or permanently.

ARTICLE IX

No animals or poultry of any kind, other than house pets shall be kept or maintained on any part of said property.

ARTICLE X

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

BOOK 1982 PAGE 939

ARTICLE XI

No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building set-back lines established herein.

ARTICLE XII

Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner.

ARTICLE XIII

The allowable built-upon area per lot is 4,200 square feet, inclusive of that portion of the right of way between the front lot line and the edge of the pavement, structures, pavement, walkways of brick, stone, slate, but not including wood decking. The covenants pertaining to stormwater regulations may not be changed or deleted without concurrence of the Division of Water Quality. 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. Lots within CAMA's Area of Environmental Concern may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC.

ARTICLE XIV

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2025, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots covered by these covenants it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons

BOOK 1982 PAGE 940

owning any real property situated in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent it, her, him, or them from so doing or to recover damages or other dues for such violation.

ARTICLE XV

Invalidation of any one of the covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not prevent the enforcement of such covenant or covenants in the future.

IN TESTIMONY WHEREOF, the said JOHN P. PETTEWAY AND WIFE, BRENDA M. PETTEWAY have caused this instrument to be executed the day and year first above written.

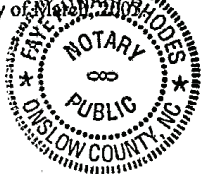
John P. Petteway
John P. Petteway,

Brenda M. Petteway
Brenda M. Petteway

NORTH CAROLINA:

ONslow COUNTY:

I, a Notary Public of the County and State aforesaid, certify that JOHN P. PETTEWAY AND WIFE, BRENDA M. PETTEWAY, personally came before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial stamp or seal, this the 5th day of March, 2003.



Faye Funari Rhodes
Notary Public
My Commission Expires: 05-25-04

NORTH CAROLINA, ONslow COUNTY.

The foregoing certificate(s) of Faye Funari Rhodes is/are certified to be correct. This instrument was presented for registration and recorded in this office in Book: 1982, Page: 935.
This 5 day of March, 2003 at 2:10 o'clock P.M.

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

29
H. J. J. J.

Doc ID: 000182830006 Type: CRP
Recorded: 07/29/2004 at 12:59:56 PM
Fee Amt: \$29.00 Page 1 of 6
Onslow County, NC
Mildred M Thomas Register of Deeds
BK 2292 PG 292-297

NORTH CAROLINA:

ONslow COUNTY:

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, made this 29th day of July, 2004, by JOHN P. PETTEWAY AND WIFE, BRENDA M. PETTEWAY, hereinafter called "Declarant":

WITNESSETH:

THAT WHEREAS, the Declarant is the owner 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 the said property, and each and every lot or parcel thereof, and shall apply to and bind successors in interest and any owner thereof.

ARTICLE I

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

Being all of those designated lots as shown on a plat entitled "Woodlands - Section III-E", prepared by Parker & Associates, Inc., and recorded in Map Book 46, Page 213, Slide L-354, Onslow County Registry.

ARTICLE II

The real property described in Article I hereof is subjected to protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof: to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE III

All lots shall be used for residential purposes. No building shall be erected, altered, placed or be permitted on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

ARTICLE IV

No building shall be located on any lot nearer to the front or side street lot lines than the minimum building set-back lines shown on recorded map referred to in Article I hereof. No building shall be located nearer than ten (10) feet to an interior lot line except that no side yard

shall be required for a garage or other permitted accessory building located one hundred (100) feet or more from the minimum building set-back line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Declarant reserves the right to waive minor violations of the set-back and side line requirements set forth in this paragraph. (Violations not in excess of ten (10%) percent of the minimum requirements shall be deemed minor.)

ARTICLE V

No single story residential structure which has an area of less than 1,300 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or permitted to remain on any lot, and no story and one-half, two story or two and one-half story residential structure which has a ground floor area of less than 800 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot.

ARTICLE VI

No residential structure shall be erected or placed or permitted to remain on any lot having an area of less than 10,000 square feet, provided a dwelling may be erected on any lot shown on the above referred to recorded plat.

ARTICLE VII

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises. No trade material or inventories may be stored upon the premises and no trucks or tractors may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever, which

shall include but be not limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop , shall be carried on upon any lot.

ARTICLE VIII

No trailer, tent, shack, barn or other outbuilding shall be erected or placed on any lot covered by these covenants. No detached garage shall be at any time used for human habitation temporarily or permanently.

ARTICLE IX

No animals or poultry of any kind, other than house pets shall be kept or maintained on any part of said property.

ARTICLE X

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

ARTICLE XI

No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building set-back lines established herein.

ARTICLE XII

Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner.

ARTICLE XIII

The allowable built-upon area per lot is 4,200 square feet, inclusive of that portion of the right of way between the front lot line and the edge of the pavement, structures, pavement, walkways of brick, stone, slate, but not including wood decking. The covenants pertaining to stormwater regulations may not be changed or deleted without concurrence of the Division of Water Quality. 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. Lots within CAMA's Area of Environmental Concern may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC.

ARTICLE XIV

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2025, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots covered by these covenants it is agreed to change said covenants in whole or in part.

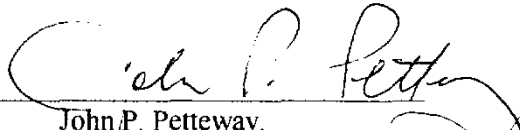
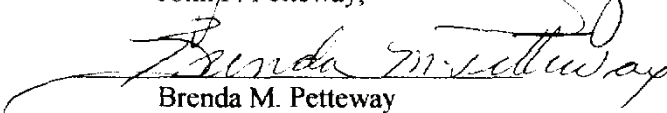
If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to

prevent it, her, him, or them from so doing or to recover damages or other dues for such violation.

ARTICLE XV

Invalidation of any one of the covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not prevent the enforcement of such covenant or covenants in the future.

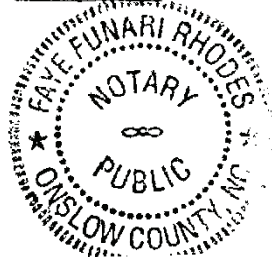
IN TESTIMONY WHEREOF, the said JOHN P. PETTEWAY AND WIFE, BRENDA M. PETTEWAY have caused this instrument to be executed the day and year first above written.


John P. Petteway,

Brenda M. Petteway

NORTH CAROLINA:

ONslow COUNTY:

I, a Notary Public of the County and State aforesaid, certify that JOHN P. PETTEWAY AND WIFE, BRENDA M. PETTEWAY, personally came before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial stamp or seal, this the 29th day of July, 2004.




Notary Public
My Commission Expires: 05/25/09

NORTH CAROLINA, ONslow COUNTY

The foregoing certificate(s) of Faye Funari Rhodes

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2292 Page 292 This 29 day of July, 2004 A.D., at 12:59 o'clock P. M.


Register of Deeds, Onslow County

By _____
Register of Deeds

32
H. J. Jeters

Doc ID: 002223690007 Type: GRP
Recorded: 01/12/2007 at 09:18:28 AM
Fee Amt: \$32.00 Page 1 of 7
Onslow County, NC
Mildred M Thomas Register of Deeds
BK 2802 PG 31-37

NORTH CAROLINA:

ONSLOW COUNTY:

DECLARATION OF RESTRICTIVE COVENANTS
WOODLANDS - SECTION III-F & SECTION III-G

THIS DECLARATION, made this 10TH day of JANUARY, 200⁷, by JOHN P.

PETTEWAY AND WIFE, BRENDA M. PETTEWAY, hereinafter called "Declarant":

WITNESSETH:

THAT WHEREAS, the Declarant is the owner 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 the said property, and each and every lot or parcel thereof, and shall apply to and bind successors in interest and any owner thereof.

ARTICLE I

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

Being all of those designated lots as shown on a plat entitled "Woodlands - Section III-F & Section III-G", prepared by Parker & Associates, Inc., and recorded in Map Book 52, Page 143, Slide L-1718, Onslow County Registry.

ARTICLE II

The real property described in Article I hereof is subjected to protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof, to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or

proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE III

All lots shall be used for residential purposes. No building shall be erected, altered, placed or be permitted on any lot other than one detached single family dwelling. There shall not be multiple families residing in any one single family dwelling.

ARTICLE IV

The floor area of a single story dwelling shall not be less than 1800 square feet of ground floor space, and the ground floor area of a two or more story dwelling shall not be less than 1200 square feet. The minimum ground floor area herein referred to shall not include basements, attics, garages, breezeways or open porches of any type. The Declarant may allow variances in the size of permitted dwellings, such variances not to exceed ten percent (10%) of the minimum square footage as set forth in this Section. Any permitted dwelling for which a size variance has been approved by the Declarant shall not be deemed to be in violation of this Section.

ARTICLE V

The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 961101, as issued by the Division of Water Quality under NCAC 2H.1000:

- 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 Division of Water Quality.

e. The maximum allowable built-upon area per lot shall be 4,200 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 conveyance (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 of surface waters.

ARTICLE VI

No asbestos siding, concrete block or cinder block shall be used on the exterior facing of any building, except for decorative or esthetic purposes and in that event shall represent not more than ten percent (10%) of the surface of any one elevation of the building.

ARTICLE VII

No lot shall be subdivided by sale or otherwise, except to increase the size of an adjacent lot, in which event the remainder shall be sold or otherwise utilized as part of the lot adjacent to it.

ARTICLE VIII

No building erected on any lot other than a corner lot shall face other than the street upon which the said lot faces. No building shall be located nearer the front, side yard, or side street lot lines than the minimum setback lines set out on the recorded plat. Regardless of any other provisions hereof, there shall be a tolerance or variation of no more than ten (10%) percent as to the front, side yard, and side street setback lines.

ARTICLE IX

No fence or wall may be erected, placed or altered upon any lot nearer to the street line than the minimum setback line. Fences constructed of any wire material, including chain-link fencing, shall be permitted in the rear yard only of each lot. No fence shall exceed six (6) feet in height.

ARTICLE X

Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner. Any dwelling constructed on any lot shall provide at least one fully enclosed vehicle storage space. No recreational vehicle, boat, or trailer may be stored in any front or side yard.

ARTICLE XI

No residence of a temporary nature shall be erected or allowed to remain on any lot and no trailer, basement, shack, tent, garage, barn or other building of a similar nature shall be used as residence on any lot, either temporarily or permanently. No construction, storage building or shed and no trailer, truck or other vehicle used for the storage of materials or equipment for construction of improvements on any lot shall be kept on any lot overnight at any time including during construction of said improvements unless parked or located in the rear of the residence located on said lot.

ARTICLE XII

No lot shall be used or maintained as a dumping ground for any kind of refuse. Trash, garbage and other wastes shall not be kept in other than sanitary containers and shall be stored in enclosed areas except for the purpose of collection in accordance with pertinent regulations of the City of Jacksonville, North Carolina.

ARTICLE XIII

No tree, measuring more than six (6) inches in diameter at a point five (5) feet above ground level shall be cut, destroyed or removed from any lot unless dead or diseased or unless it impedes the construction of a dwelling, driveways, utilities, or impedes drainage easements, or if it is deemed hazardous or unsafe to the occupants of the dwelling. Provided, however, this restriction shall be limited to an area equal to fifty (50%) percent of the lot area including front, side, and rear yards.

ARTICLE XIV

Drainage and utility easements as shown on the recorded plat are reserved. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through 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. Additional easements for the installation and maintenance of drainage and utilities facilities, landscaping and installation and maintenance of signs and corner sight easements are hereby reserved as more particularly designated and shown on the recorded map of the subdivision. The easements as reserved herein are reserved exclusively to the Declarant for such purposes as Declarant may deem incidental and appropriate to its overall development plan. Further, Declarant reserves the right to subject the real property shown on the recorded plat to a contract with Jones-Onslow Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Jones-Onslow Electric Membership Corporation by the owner of each dwelling.

ARTICLE XV

All roofing of asphalt or fiberglass type shall be of the 300 pound or more "architectural line" shingles. All roofs shall have a 5/12 pitch or greater.

ARTICLE XVI

No signboards of any description shall be displayed on any lot, with the exception of signs "For Rent", "For Sale", or signs designating lot numbers, which signs shall not exceed three (3) feet by three (3) feet in size.

ARTICLE XVII

No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No truck or commercial vehicle in excess of three-quarter (3/4) ton load capacity

shall be parked or permitted to remain on any lot. No wrecked or junked vehicle or vehicle without current license plates or registration shall be permitted to remain upon any lot.

No boats, mobile homes, recreational vehicles, trailers, camper trailers, or camping vehicles shall be parked or permitted to remain in any subdivision street as shown on the recorded plat. Such vehicles may be parked or permitted behind the primary residential dwelling on a lot so as not to be visible from any subdivision street.

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 providing they are not kept, bred, or maintained for commercial purposes and do not constitute a danger or nuisance to lot owners, their family, guest and invitees.

ARTICLE XVIII

Servant houses and other outbuildings may be constructed on any lot after a residence has been built upon said lot. Such outbuildings shall be constructed of materials harmonious with the decor of the residence, and are also subject to review by the Declarant.

ARTICLE XIX

No satellite dishes or any kind of electric transmission or receiving antennae shall be allowed or permitted upon any lot in the subdivision. Solar panels shall not face in the same direction as the front of the dwelling, nor shall they be visible from the front of the dwelling.

ARTICLE XX

These covenants shall run with the land and be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date that these covenants are recorded, and after that time, these covenants shall be extended automatically for successive periods of ten (10) years each. These covenants may be amended in full or in part during the first twenty-five (25) year period by an instrument signed by not less than ninety (90%) percent of the Owners and, thereafter by an instrument signed by not less than seventy-five (75%) percent of the Owners; provided, however, that no amendment shall be made to Article V without the consent of the Director of the Division of Environmental Management of the Department of Natural Resources and Community Development of the State of North Carolina or any subsequent department or agency of the State of North Carolina having jurisdiction over storm water runoff regulations. To be effective, any amendment must be recorded in the office

of the Register of Deed of Onslow County, North Carolina and a marginal entry of the same must be signified on the face of this Declaration.

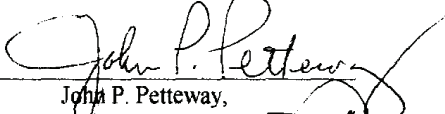
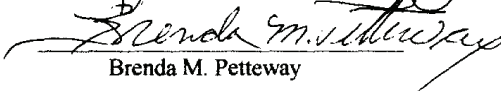
ARTICLE XXI

Enforcement of the covenants contained herein shall be by proceeding in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages or both.

ARTICLE XXII

Invalidation of any one or more of these covenants or any part thereof by a judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

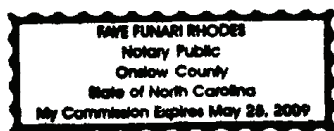
IN TESTIMONY WHEREOF, the said JOHN P. PETTEWAY AND WIFE, BRENDA M. PETTEWAY have caused this instrument to be executed the day and year first above written.



John P. Petteway,

Brenda M. Petteway

NORTH CAROLINA:

ONSLOW COUNTY:

I, FAYE FUNARI RHODES, a Notary Public of the County and State aforesaid, certify that JOHN P. PETTEWAY AND WIFE, BRENDA M. PETTEWAY, personally came before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial stamp or seal, this the 10TH day of January, 200 7.




Notary Public
My Commission Expires: 05/25/09

STATE OF NORTH CAROLINA, COUNTY OF ONSLOW:

The foregoing certificate(s) of _____ is(are) certified to be correct. This instrument was presented for registration this _____ day of _____, 200____, at _____ AM, PM, and duly recorded in the office of the Register of Deed of Onslow County, North Carolina, in Book _____, Page _____.
This the _____ day of _____, 200 ____.

Register of Deeds

Assistant/Deputy Register of Deeds