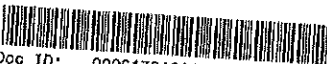


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 Onslow County, NC
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NORTH CAROLINA
ONSLow COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 23rd day of June, 2005, by and between C & N DEVELOPERS, INC., party of the first part (hereinafter referred to as "Developer") and PROSPECTIVE PURCHASERS of lots in Onslow County, parties of the second part (hereinafter referred to as "Owners");

W I T N E S S E T H:

WHEREAS, the Developer is the owner of that tract of real property located in SWANSBORO Township, Onslow County, North Carolina, and being shown and described on that certain map or plat entitled "BOHICKET LANDING, SECTION I", recorded in Map Book 48, Page 173, Slide L-791, in the office of the Register of Deeds of Onslow County, more specifically described as follows:

SWANSBORO TOWNSHIP, ONSLOW COUNTY, NORTH CAROLINA

AND BEING ALL OF LOTS NUMBERED 5 THROUGH 16 INCLUSIVE, AND ALL OF LOTS NUMBERED 40 THROUGH 49 INCLUSIVE AS SHOWN UPON PLAT ENTITLED "BOHICKET LANDING, SECTION I", DATED 05/04/05, PREPARED BY EDWIN N. FOLEY, P.L.S. L-2884, OF PARKER & ASSOCIATES, INC., RECORDED IN MAP BOOK 48, PAGE 173, SLIDE L-791; SAID PLAT BEING INCORPORATED HEREIN BY THIS REFERENCE.

WHEREAS, Developer proposes to sell and convey certain lots shown on the aforesaid plat to be used for residential purposes and to develop said lots, and additional property within the Development Area which may be acquired by Developer, into a well planned community; and,

WHEREAS, Developer, prior to selling and conveying the aforesaid residential lots, desire to impose upon such lots certain mutual and beneficial restrictions, covenants and conditions and charges (hereinafter collectively referred to as "Restrictions") for the benefit and complement of all of the residential lots in the subdivision in order to promote the best interests and protect the investments of Developer and Owners;

NOW, THEREFORE, the Developer hereby declares that all numbered lots shown on the aforesaid plat entitled "BOHICKET LANDING, SECTION I" recorded in Map 48, Page 173, Slide L-791, in the office of the Register of Deeds of ONSLOW County, North Carolina, and any additional property within the Development Area as may by subsequent amendment be added to and subjected to this Declaration, are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to this Declaration and to the following Restrictions. This Declaration and the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to this Declaration.

ARTICLE 1

DEFINITIONS

As used herein,

- A. "ARTICLES" means the Articles of the Incorporation of BOHICKET LANDING HOMEOWNERS ASSOCIATION.
- B. "Corporation" means BOHICKET LANDING HOMEOWNERS ASSOCIATION, a North Carolina non-profit corporation. The "Board of Directors" or "Board" shall be the elected body governing the Corporation and managing the affairs of the Corporation.
- C. "By-laws" means the By-laws of BOHICKET LANDING HOMEOWNERS ASSOCIATION.
- D. "Community Use Area" means all real and personal property, together with those area within dedicated portions of the Development Area and the Subdivision, which may be deeded to or acquired be the Corporation for the common enjoyment of the members of the Corporation.
- E. "Common Expenses" means and includes actual and estimated expenses of maintaining and operating the common area and operating the Corporation for general purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board of Directors pursuant to this Declaration, the By-laws and the Articles of Incorporation of the Corporation.
- F. "Dedication" means the act of committing a portion of the Development Area or the Subdivision to the purposes of this Declaration.
- E. "Developer" means C&N DEVELOPERS, INC., its successors or assigns or any legal entity acquiring ownership of portions of the Development Area heretofore not dedicated with the intent and for the purpose of further development.
- H. "Development Area" shall mean that property described by deed recorded in Book 2395, Page 454 in the Office of the Register of Deeds of Onslow County, North Carolina.
- I. "Lot" means a separately numbered tract of land lying within the Subdivision or other dedicated portion of the Development Area and which, according to the plat of that portion recorded at the dedication thereof, may be conveyed by the Developer and owned in fee by the Grantee thereof, and held for such uses as are consistent with this Declaration and the Restrictions covering the area wherein the tract is located. No tract of land shall become a "Lot" as that word is used herein until the area on which the same is located is "dedicated". The Owner of all of a numbered Lot may combine such numbered Lot, part or parts of another such numbered Lot and the aggregate shall be considered as one Lot for the purpose of these Restrictions.
- J. "Subdivision" means BOHICKET LANDING and any portion of the Development Area which has been dedicated pursuant to this Declaration.

ARTICLE 2

APPLICABILITY

These Restrictions shall apply to all subdivided numbered Lots shown on the aforesaid plat or map, and additional plats or maps of subdivisions of the Development Area, (hereinafter referred to as "Lot" or "Lots"), which Lots are for residential purposes only. These Restrictions shall not be applicable to any unnumbered lands or lands designated on the plat as "Reserved" or other lands of Developer, and Developer is withholding these parcels from these Restrictions pursuant to its general scheme of development, the absence of Restrictions thereupon being intended to allow Developer maximum flexibility in the determination of the development of such parcels.

ARTICLE 3

- A. A Corporation named BOHICKET LANDING HOMEOWNERS ASSOCIATION has been or will be formed pursuant to the rules and requirements of the Nonprofit Corporation Act (Chapter 55A) of the General Statutes of North Carolina as an association of the Owners of Lots. Its purposes are to own, manage, maintain, and operate the Community Use Areas and facilities located upon the Community Use Areas; to enforce the restrictions contained herein; and to make and enforce rules and regulations governing the Owners' use and occupation of Lots.
- B. Each Owner of each Lot within the Subdivision shall be a member of the Corporation. The Declarant, by this Declaration, and the Owners of individual Lots by their acceptance of individual deeds thereto, covenant and agree with respect to the Corporation:
 - 1. That for so long as each is an Owner of a Lot within the Subdivision, each will perform all acts necessary to remain in good and current standing as a member of the Corporation;
 - 2. That each shall be subject to the rules and regulations of the Corporation with regard to ownership of a Lot; and
 - 3. That any unpaid assessment, whether general or special, levied by the Corporation in accordance with these Restrictions, the Articles or the By-laws shall be a lien upon the Lot upon which such assessment was levied, and shall be the personal obligation of the Owner of the Lot at the time the assessment fell due.
- C. Each membership in the Corporation shall relate to and have a unity of interest with an individual Lot which may not be separated from ownership of said Lot.
- D. The Corporation shall have one class of members who shall be all Owners. Each member shall be entitled to one vote for each Lot owned; provided, however, when more than one person holds an interest in any Lot, all such Persons shall be members and, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote or any fraction of a vote be cast with respect to any Lot.

ARTICLE 4

MANAGEMENT AND ADMINISTRATION

The management and administration of the affairs of the Community Use Areas of the Subdivision shall be the sole right and responsibility of the Corporation. The management shall be carried out in accordance with the terms and conditions of these Restrictions, the Articles and the By-laws of the Corporation, but may be delegated or contracted to managers or management services.

ARTICLE 5

COMMUNITY EXPENSE

The Community Expenses of the Subdivision include:

- A. All amounts expended by the Corporation in operating, administering, managing, repairing, replacing and improving the Community Use Areas of the Subdivision; all amounts expended by the Corporation in insuring the Community Use Areas in the Subdivision; all amounts expended by the Corporation in legal, engineering, or architectural fees; all similar fees which may be incurred by the Corporation from time to time in performing the functions delegated to the Corporation by these Restrictions; and all amounts expended in any form by the Corporation in enforcing these Restrictions, the Articles or the By-laws.
- B. All amounts expended by the Corporation in carrying out any duty or discretion as may be required or allowed by these Restrictions, the Articles or the By-laws.
- C. All amounts declared to be Community Expenses in the By-laws or in these Restrictions.
- D. All taxes and special assessments which may be levied from time to time by any governmental authority upon the Community Use Areas in the Subdivision.

ARTICLE 6

ANNUAL GENERAL ASSESSMENT

- A. The Declarant for each Lot owned, hereby covenants and each Owner of any Lot by acceptance of a deed for same (whether or not it shall be so-expressed in such deed) is deemed to covenant and agrees to pay to the Corporation annual general assessments or charges as hereinafter provided. The annual general assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and lien on the land and, subject to the provisions of Paragraph 6 of this Article, shall be a continuing lien upon the property against which each such assessment is made. Furthermore, each such assessment, together with interest, costs, and reasonable attorneys' fees, shall be the personal obligation of the person who was the owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title to a Lot unless expressly assumed by them but, subject to the provisions of this Declaration, delinquent assessments shall continue to be a lien upon such Lot.
- B. Until June 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual general assessment shall be One Hundred and No/100 Dollars (\$100.00) per Lot.

1. From and after June 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual general assessment may be increased each year not more than ten percent (10%) above the assessment for the previous year without any vote of the membership.
 2. From and after June 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual general assessment may be increased by an amount greater than ten percent (10%) of the assessment for the previous year provided the proposed increase is approved by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.
 3. The Board of Directors may fix the annual general assessment at an amount not in excess of the maximum. There should not be no assessments during constructions.
 4. Once the annual general assessment has been set, notice of the annual general assessment shall be given to all members. After the initial notice of the assessment, the assessment shall become due and payable as provided by the Board of Directors.
- C. Written notice of any meeting for the purpose of taking any action authorized under Paragraph 2(B) shall be sent to all members not less than thirty (30) days, nor more than sixty days (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall continue a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- D. The annual general assessments levied by the Corporation shall be used exclusively to improve, maintain and repair the Community Use Areas, to pay the expense of the Corporation, to pay the cost of lighting the Community Use Areas, to pay the cost of any insurance the Corporation determines to purchase and to promote the recreation, health, safety and welfare of the members and to pay taxes levied upon the Community Use Areas.
- E. The Corporation shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Corporation setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Corporation as to the status of assessments on a Lot is binding upon the Corporation as of the date of its issuance.
- F. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu therefor, shall extinguish the lien of such assessments as to payments which became 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.

ARTICLE 7

SPECIAL ASSESSMENTS

Special assessments may be levied against Lots for such reasons as are provided in these Restrictions, the Articles or the By-laws and on such terms as provided by the Board of Directors or the members. Either the Board of Directors or the members may levy and impose special assessments upon a majority vote. The purposes for which special assessments may be levied include, but not limited to, providing funds to pay Community Expenses which exceed the general assessment fund then on hand to pay same and providing a contingency fund for capital improvements and extraordinary expenses. Furthermore, special assessments may be assessed against specific Lots. In the event the Owner of a Lot fails to comply with the provisions of Article 12 hereof, the Corporation may perform such task or remedy such matter and levy the cost of such performance against the Owner of such Lot as a special assessment.

ARTICLE 8

LIEN FOR ASSESSMENT

Any general or special assessment, if not paid within thirty (30) days after the date such assessment is due, together with interest at the rate of ten percent (10%) per annum, costs of collection, court costs, and reasonable attorneys fees shall constitute a lien against the Lot upon such assessment is levied. The Corporation may record notice of the same in the Office of the Clerk of Superior Court of ONSLOW County or file a suit to collect such delinquent assessments and charges. The Corporation may file Notice of Lis Pendens, bring an action at law against the Owner personally obligated to pay the same and/or bring an action to foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein.

ARTICLE 9

COMPLIANCE WITH THIS DECLARATION, THE
ARTICLES AND THE BY-LAWS OF THE CORPORATION

In the case of failure of a Lot Owner to comply with the terms and provisions contained in this Declaration, the Articles or the By-laws of the Corporation, the following relief shall be available:

- A. The Corporation, an aggrieved Lot Owner or Owners within the Subdivision of behalf of the Corporation, or any Lot Owner on behalf of all of the Lot Owners within the Subdivision shall have the right to bring an action and recover sums due, damages, injunctive relief, and/or such other and further relief as may be just and appropriate.
- B. The Corporation shall have the right to remedy the violation and assess the costs of remedying same against the offending Lot Owner as a special assessment.
- C. If the violation is the nonpayment of any general or special assessment, the Corporation shall have the right to suspend the offending Owner's voting rights and the use by such Owner, his agents, employees and invitees of the Community Use Areas in the Subdivision for any period during which an assessment against the Lot remains unpaid.
- D. The remedies provided by this Articles are cumulative, and are in addition to any other remedies provided by law.

- E. The failure of the Corporation or any Person to enforce any restriction contained in these Restrictions, the Articles or the By-laws shall not be deemed to waive the right to enforce such restrictions thereafter as to the same violation or subsequent violation of similar character.

Prior to availing itself of the relief specified herein, the Corporation shall follow the hearing procedures as set forth in the By-laws.

- F. The right of the Association to dedicate or transfer all or any part of the Permanent Common Open Space to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members;

No such dedication or transfer shall be effective unless an instrument agreement to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded, and the Swansboro Town Council has agreed to such conveyance.

ARTICLE 10

PROPERTY RIGHTS OF LOT OWNER, CROSS-EASEMENTS, AND EXCEPTIONS AND RESERVATIONS BY DECLARANT

- A. Every Owner of a Lot within the Subdivision, as an appurtenance to such Lot, shall have a perpetual easement over and upon the Community Use Areas within the Subdivision for each and every purpose or use to which such Community Use Areas were intended as determined by their type, or for which such Community Use Areas generally are used. Such easements shall be appurtenant to and shall pass with the title to every Lot located within the Subdivision, whether or not specifically included in a deed thereto, subject to the following provisions:
 - 1. The Corporation shall have the right to make reasonable rules and regulations respecting the use of same.
 - 2. The Corporation shall have the right to suspend the voting rights of a Lot Owner and his right to use the Community Use Areas within the Subdivision for any period during which any due assessment against such Owner's Lot remains unpaid as is provided in Article 9 hereof, and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations.
 - 3. The Corporation shall have the right to charge reasonable admission and other fees for the use of any recreation facility situated upon the Community Use Areas.
- B. The Corporation hereinafter may grant easements for utility purposes for the benefit of the Subdivision and the Lots now or hereafter located thereon, over, under, along and through the Community Use Areas. Provided, however, that no such grant of easement shall have a material adverse effect on the use, enjoyment or value of any Lot.
- C. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Community Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

- D. Developer shall have the right, at its election, without the consent of any owner or owners, to bring within the coverage and operation of these Restrictions additional properties within the Development Area as may be developed in the future. The addition to property authorized hereby shall be made by filing of record in the Office of the Register of Deeds of Onslow County, North Carolina, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of this Declaration to such additional property. The Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or appropriate in the sole judgement of the Developer to reflect the different character, if any, of the added properties and as are not inconsistent with the plan, intent and spirit of this Declaration.
- E. Easements and rights of way over and upon each Lot for drainage and the installation and maintenance of utilities and services are reserved exclusively to Developer for such purposes as Developer may deem incident and appropriate to its overall development plan, such easements and rights of way being shown or noted on the aforesaid recorded plat of the Subdivision, which plat is incorporated by reference and made a part hereof for a more particular description of such easements and rights of way. The easements and right of way areas reserved by Developer on each Lot pursuant hereto shall be maintained continuously by the owner but no structures, plantings or other material shall be placed or permitted to remain upon such areas or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct or reverse the flow of water or which may damage or interfere with established slope ratios or create erosion problems. Improvements within such areas shall be maintained by the respective owner except those for which a public authority or utility company is responsible.
- F. The rights of the use of utility and service easements and right of way areas as provided and defined herein for any type of cable transmission system is reserved exclusively to Developer, and no other cable transmissions service company or organization shall be permitted to service any Lot or combination of Lots except with the expressed permission of Developer.
- G. CORPORATION'S RIGHT TO PERFORM CERTAIN MAINTENANCE:
In the event the owner of any Lot upon which a dwelling is located shall fail to maintain the premises and/or the improvements situated thereon in a manner in keeping with other property in the Subdivision, the Committee shall have the right, through its agents and employees, to enter upon said Lot and clear, clean, repair, maintain and restore the Lot and the exterior of any building and any other improvements erected thereon. There is included in the authority herein granted the power to clear Lots upon which a dwelling is located of undergrowth, rubbish, debris, weeds or grass. The cost of such maintenance shall be considered the legal obligation of the Lot owner and the Committee may maintain an action in court having jurisdiction for such cost. The cost shall not constitute a lien on said Lot unless and until the final judgement of such court shall be entered in the office of the Clerk of Court of Onslow County

ARTICLE 11

ARCHITECTURAL STANDARDS AND
ARCHITECTURAL STANDARDS COMMITTEE

The Board of Directors shall establish an ARCHITECTURAL STANDARDS COMMITTEE (hereinafter referred to as the "Committee") which shall be composed of five (5) members. The Developer shall have the right to appoint and remove two (2) members of the Committee so long as the Developer continues to own any portion of the Development Area. The Board of Directors shall have the right to appoint and remove, at any time and without cause, three (3) members. At such time as the Developer no longer owns any portion of Development Area, or upon notification by the Developer to the Board of Directors that it does not desire to continue to appoint two (2) members of the Committee, all five (5) members shall be appointed or removed, at any time and without cause, by the Board of Directors.

- A. No construction, which term shall include within its definition clearing, excavation, grading and other site work, shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the Committee has been obtained.
- B. The Committee shall have exclusive jurisdiction over all original construction on any Lot and later changes or additions after initial approval thereof together with any modifications, additions or alternations subsequently to be constructed on any Lot or made to any improvements initially approved. The Committee shall prepare and, on behalf of the Board of Directors, shall promulgate architectural standard guidelines ("guidelines") and application and review procedures ("procedures"). The guidelines and procedures shall be those of the Corporation and the Committee shall have the sole and full authority to prepare and to amend the guidelines and procedures. The Committee shall make the guidelines and procedures available to owners, builders and developers who seek to engage in the development of or construction upon the Lots and who shall conduct their operations strictly in accordance therewith.
- C. The Committee shall have the absolute and exclusive right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with any of the provisions of these Restrictions and the guidelines; if the design, color scheme or location upon the Lot or Lots of the proposed improvements are not in harmony with the general surroundings or adjacent structures; if the plans or specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or detail, or any part thereof, to be contrary to the best interests, welfare or rights of all any part of the real property subject to this Declaration or the owners thereof.
- D. The Committee shall approve or disapprove plans, specifications and details submitted in accordance with its procedures within thirty (30) days from the receipt thereof and the decisions of the Committee shall be final and not subject to appeal or review. Provided, however, that plans, specifications and details revised in accordance with Committee recommendations may be resubmitted for determination by the Committee. In the event that the Committee fails to approve or disapprove plans, specifications and details within thirty (30) days after submission of the same to the of the same to the Committee, approval, for the purposes of this Article, shall be deem to have been given by the Committee.

- E. The Committee, or its agent, shall have the right to inspect all construction to ensure that it is performed in strict accordance with the approved plans, specifications and details. Upon completion of the construction in accordance with the approved plans, specifications and details, the Committee shall issue a certificate of completion to the owner.
- F. Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of his residence or permitted pertinent structures, or to paint the interior of the same any color desired.
- G. Neither the Developer nor the Committee nor the Board of Directors or any architecture agent thereof shall be responsible in any way for any defects in plans, specifications or details submitted, revised or approved in accordance with the provisions contained herein or in the guidelines, nor for any structural or other defect in any construction.
- H. The requirements of this Article shall not constitute a lien or encumbrance on any Lot on which construction is completed, and any subsequent purchaser thereof for value without notice thereof is in no way affected by the failure of his predecessors in title to comply with the terms hereof. The requirements of this Article shall not apply to the Developer with regard to original erection or construction of a dwelling on Lot.

ARTICLE 12

RESTRICTIONS ON USE AND OCCUPANCY

- A. No Lot shall be used except for single family residential purposes. No structure shall be erected, placed or permitted to remain on less than a numbered Lot other than one (1) detached, single family residence dwelling and such outbuildings as are usually accessory to a single family residence dwelling, including a private enclosed garage with space for not more than three (3) automobiles and a second story for guests and/or servants quarters which garage shall no be rented separately for remuneration. Unenclosed carports, or similar storage structures, shall no be erected, placed or permitted to remain on any.
- B. No above-grade structures (except approved fences or walls) may be constructed or placed on any except within the minimum building setback lines as set forth herein:
 - (a) Twenty five (25) feet from the Lot front line.
 - (b) Eight (8) feet from the Lot side line.
 - (c) Twenty (20) feet from the Lot side street.
 - (d) Fifteen (15) feet from the Lot rear line.

The term "lot front line" defines the boundary line of the Lot that is contiguous to and bounded by the named street as shown on the recorded subdivision plat.

The term "lot rear line" defines the boundary line of the Lot that is farthest from, and substantially parallel to, the line of the street on which the Lot abuts.

The term "lot side line" defines a boundary line that extends from the street on which the abuts to the rear lone of the Lot.

An owner of a Lot and a portion or all of an adjoining and contiguous Lot of Lots may construct a dwelling and/or other structures permitted hereunder upon and across the dividing line of such adjoining and contiguous Lots, all such structures to comply with the minimum building setback lines from the actual boundary lines of the subject owner's property, and thereafter such combinations of Lots or portions thereof shall be treated for all purposes under these Restrictions as a single Lot.

D. All plumbing fixtures and sources of sewerage located on a Lot shall be connected to an individual septic tank or other sewer system located upon such and approved by the appropriate governmental authorities. Each such approved individual septic tank or sewer system shall be maintained in good and proper working order and condition by the owner in accordance with the requirements of governmental authorities having jurisdiction. No outside toilet shall be constructed or permitted on any Lot except during construction as herein expressly provided.

E. The design, size and location of containers for the collection and removal of garbage, trash and other like household refuse shall be subject to and shall require the approval of the Committee.

F. The following general prohibitions and requirements shall apply and control the improvement, maintenance and use of all Lots:

1. No mobile home, trailer, camper, tent or temporary house, temporary garage or other temporary outbuilding shall be placed or erected on any Lot, provided, however, that the Committee may grant permission for temporary structures for storage of materials during construction. No such temporary structure as may be approved shall be used at any time as a residence.

2. Each dwelling in subdivision shall contain no less than 1,800 square feet.

3. Once construction of a dwelling or other improvements is started on any Lot, the improvements must be substantially completed in accordance with the approved plans and specifications within twelve (12) months from commencement.

4. During construction of improvements on any Lot, adequate portable sanitary toilets must be provided for the construction crew and the Lot must be cleaned of excess debris at least once a week.

5. All dwellings and permitted structures erected or placed on any Lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in good workmanship manner and quality. The exterior of all dwellings and permitted structures shall be either natural wood, stone, brick, vinyl or stucco. The exterior surface of any roof system constructed on a dwelling or other permitted outbuilding shall be either asphalt shingles, wood shingles, slate, terra-cotta or some other type of material expressly approved in writing by the Committee. Any house located on any Lot shall be "stick built" on site. No temporary residence, mobile home, double-wide home, modular home (whether built off-site on a frame or constructed off-site in modules and transported to a Lot by vehicle, and placed on a permanent foundation on-site), trailer, camper, tent or other building shall be placed on or erected on any Lot. It is provided, however, that the Declarant may grant permission for any such temporary structure for storage of materials during construction. Any such temporary structures as may be approved shall not be used at any time as a dwelling.

6. No dwelling or outbuilding shall exceed two and one half (2 1/2) stories.

7. Except structures erected by the Developer, no structure erected upon any Lot may be used as a model exhibitor

house unless prior written permission to do so shall have been obtained from the Committee.

8. All Lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted.

9. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any Lot or other area in the subdivision.

10. Any dwelling or improvement on any Lot which is destroyed in whole or in part by fire or other casualty must be rebuilt or all debris removed and the Lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain on such Lot longer than three (3) months.

11. No stripped, partially wrecked or junked motor vehicle, or part thereof, shall be permitted to be parked or kept on any Lot. All motor vehicles of any type kept on any Lot shall have current registration and inspection certificates. Only one boat or two jet skis, no combination of the two. Also, watercraft must be kept in good condition and current registration.

12. No mail or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located upon any Lot except such receptacle of standard design as shall have been approved by the Committee.

13. No sign (excluding typical "For Sale" and builder identification signs or similar signs), billboard or other advertising structure of any kind may be erected or maintained upon any Lot; provided, however, that construction identification signs approved by the Committee showing the Lot number and name of the builder may be exhibited upon the Lot during the period of construction.

14. No radio station or short wave operator of any kind shall operate from any Lot or residence without the prior approval of the Committee. All radio and television antenna installations shall be approved in writing by the Committee before the antenna is installed.

15. All dwelling connections for all utilities including but not limited to, water, electricity, gas, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner as may be acceptable to the appropriate utility authority.

16. 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 in a reasonable number may be kept provided they are not kept, bred or maintained for any commercial purpose, and provided, further, that such pets do not constitute a danger or nuisance to other Lot owners or to the neighborhood.

17. Landscaping will be approved by Committee and maintained.

18. No above ground pools.

19. No outdoor clotheslines shall be located on Lot.

20. Mailboxes may be constructed or placed on any Lot in the subdivision except within the building lines.

21. The erection of fences shall require approval of the Committee as provided in Article 11 hereof but no fence shall be erected along the front line of any Lot nor along side line of any Lot that adjoins a street. No fence of chain link type construction

or in excess of four feet in height shall be approved by the Committee, except that the Committee, in its sole discretion, may approve fences of chain link construction and up to six feet in height for the purpose of confining pets provided same does not extend more than twenty-five (25) feet in any direction and are constructed within the minimum building setback lines.

22. Entrances to enclosed garages may face in any direction provided that all such garages shall have a door or doors that completely close off the garage entrance and such door or doors shall remain completely closed except during periods of actual use of such garage entrance.

23. No window air-conditioning units shall be installed in the side of any structure in such manner as to be visible from any street or recreational area.

24. No noxious, offensive or illegal trade or activity shall be carried on upon any Lot nor shall anything be done on any Lot that any Lot that shall be or become an unreasonable annoyance or nuisance to other Lot owners or the neighborhood.

25. No well systems will be allowed.

26. At the time a residential dwelling is constructed on a Lot, there also shall be constructed a lawn from the front face of the dwelling located on said Lot to the road. That lawn shall be constructed of turf grass sod installed from the side lot line to side lot face of the dwelling to the road. Such lawn thereafter shall be maintained by the owner of the Lot in a mowed condition.

27. All structures construed or placed on any Lot shall be built of substantially new material and no used structure shall be relocated or placed on any such Lot.

28. All signs, such as builder's signs and realtor's signs, shall be approved by the Committee. These signs shall be placed in the center of the Lot at least six (6) feet behind the street right of way line. Under no circumstances may signs be nailed to trees. Such signs may be used only on a temporary basis. It is provided, however, that "for sale" type signs may be placed on the property by the Declarant or its designated successor or assign without approval of the Committee.

29. All dwellings shall have a concrete driveway at least nine (9) feet in width running from the pavement of the street on which the Lot fronts to the front face of the dwelling located on the Lot.

30. Each Lot shall contain off street parking spaces for parking two(2) automobiles.

31. The developer reserves the right to subject the real property in this subdivision to a contract with Progress Energy Carolinas, Inc. for the installation of street lighting, which requires a continuing monthly payment to Progress Energy Carolinas, Inc. by each residential customer.

32. On each Lot, the rights-of-way and easement areas reserved by Declarant or dedicated to public purposes shall be maintained continuously by the Lot owner and no structure, plantings or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of water through drainage channels in the easements, or which damage or interfere with established slope ratios or create erosion problems. It is provided, however, that where the existing location of an easement or drainage channel reserved in these Restrictions or shown on the recorded plat would hinder the orderly development of the Lot on which the easement is located, the easement or drainage channel may be relocated by Declarant. Improvements within such areas also shall be maintained

by the Lot owner except for those which a public authority or utility or Declarant is responsible.

33. A pleasure boat (1) on its trailer and; (2) recreational vehicles may be parked or stored on a Lot behind the front face of the dwelling located on the Lot and not closer than ten (10) feet to any side or rear lot line.

34. Only one antenna mast not to exceed ten (10) feet above the highest ridge of the dwelling to which it is attached is allowed on any Lot. No towers are permitted. Any satellite dish shall not exceed thirty (30) inches in diameter and shall be mounted behind the front face of the dwelling located on the Lot.

35. No more than 10,783 square feet of any lot (except lot 36 shall be no more than 49,183 square feet) including that portion of the street right of way between the edge of the pavement and the front line of the lot, shall be covered by impervious structures, including asphalt, gravel, concrete, brick, stone, slate or similar material not including wood decking or the water surface of swimming pools. Filling in or piping of any vegetative conveyance (ditches, swales etc.) associated with development, except for average driveway crossings, is prohibited. **** This paragraph 35 pertaining to storm water regulations may not be changed or deleted without the concurrence of the State of North Carolina.

36. No Rottweiler or Pitt Bull dogs.

37. The Developer reserves the right to subject the real property in this subdivision to a contract with Progress Energy Carolinas, Inc. For the installation of street lighting, which requires a continuing monthly payment to Progress Energy Carolinas, Inc. By each residential customer.

ARTICLE 13

AMENITIES AND FACILITIES

Every park, recreation area, recreation facility, dedicated access and other amenities appurtenant to the Subdivision, whether or not shown and delineated on any recorded plat of the Subdivision, shall be considered private and for the sole and exclusive use of the Owners of Lots within the Subdivision. Neither Developer's execution nor the recording of any plat nor any other act of Developer with respect to such areas is, or is intended to be, or shall be construed as a dedication to the public of any such areas, facilities or amenities.

ARTICLE 14

WAIVER

No provision contained in these Restrictions, the Articles or the By-laws, shall be deemed to have been waived, abandoned, or abrogated by reason of failure to enforce then on the part of any person as to the same or similar future violations, no matter how often the failure to enforce is repeated.

ARTICLE 15

VARIANCES

The Board of Directors in its discretion may allow reasonable variances and adjustments of these Restrictions in order to alleviate practical difficulties and hardship in their enforcement and operation. Any such variances shall not violate the spirit or the intent of this document to create a Subdivision of

Lots owned in fee by various persons with each such Owner having an easement upon areas owned by the Corporation.

To be effective, a variance hereunder shall be recorded in the ONSLOW County Register of Deeds Office; shall be executed on behalf of the Corporation; shall refer specifically to this Declaration.

ARTICLE 16

DURATION, AMENDMENT AND TERMINATION

A. The covenants and Restrictions contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration is recorded, after which time, they shall be automatically extended for successive periods of one (1) year. This Declaration may be amended in full or part during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy five percent (75%) of the Lot Owners provided, that no amendment shall alter any obligation to pay Community Expenses to benefit the Community Use Areas, as herein provided, or affect any lien for the payment of same. To be effective any amendment must be recorded in the office of the Register of Deeds of ONSLOW County, North Carolina and a marginal entry of same must be signified on the face of this document.

B. Invalidation of any one of these covenants or Restrictions by judgement or court order shall in no way affect any provisions which shall remain in full force and effect.

ARTICLE 17

CAPTIONS

The captions preceding the various Articles of these Restrictions are for the convenience of reference only, and shall not be used as an aid in interpretation or construction of these Restrictions. As used herein, the singular includes the plural and where there is more than one Owner of a Lot, said Owners are jointly and severally liable for the obligations herein imposed. Throughout this Declaration, references to the masculine shall be deemed to include the feminine, the feminine to include the masculine and the neuter to include the masculine and feminine.

ARTICLE 18

ASSIGNABILITY OF RIGHTS AND LIABILITIES

ARTICLE 19

LIBERAL CONSTRUCTION

The provisions of this Declaration shall be construed liberally to effectuate its purpose of creating a Subdivision of fee simple ownership of Lots and buildings governe

Developer shall have the right to sell, lease, transfer, assign, license and in any manner alienate or dispose of any rights, interests and liabilities retained, accruing or reserved to it by this Declaration. Following any such disposition, Developer in no way shall be liable or responsible to any party with regard to any such right, interest or liability or any claim or claims arising out of same in any manner. Plans controlled by rules, regulations, restrictions, covenants, conditions, reservations and easements administered by an Owners' association with each Owner

entitled to and burdened with the rights and easements equivalent to those of other Owners.

IN TESTIMONY WHEREOF, C&N DEVELOPERS, INC., has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, and corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, this the day and year first above written.

C&N DEVELOPERS

By: NICHOLAS SEMANDERES, PRESIDENT

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

I, Lisa S. Reust, a Notary Public in and for said County and State, do hereby certify that on the 23 day of June, 2005, before me personally appeared NICHOLAS SEMANDERES, PRESIDENT OF C&N DEVELOPERS, INC., A NORTH CAROLINA CORPORATION, and acknowledged the due execution of the foregoing instrument for and in behalf of the corporation.

Witness my hand and notarial seal, this the 23 day of June, 2005.



Lisa S. Reust
Notary Public

My Commission Expires:

6/23/2009

STATE OF NORTH CAROLINA, ONSLOW COUNTY

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

Lisa S. Reust

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ed

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

THIS IS THE _____ day of _____, 2005.

REGISTER OF DEEDS

ASSISTANT, DEPUTY