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THIS DECLARATION, Made this 14<sup>th</sup> of December, 1975,  
by WILLIAM W. BLANCHARD AND WIFE, CATHERINE L. BLANCHARD,  
hereinafter called "Declarants."

W I T N E S S E T H:

THAT WHEREAS, the Declarants are the owners of the real property described in Article I of this Declaration and are desirous of subjecting said real property to the Protective Covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarants hereby declare that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold, and conveyed subject to the Protective Covenants set forth below:

ARTICLE I

The real property which is, and shall be held, transferred, sold and conveyed subject to the Protective Covenants set forth in the Articles of this Declaration is located in the Township of Rockfish, the County of Duplin, the State of North Carolina, and is more particularly described as follows:

Being all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 as the same are shown on a map of COUNTRY CLUB VILLAGE SUBDIVISION as recorded in Map Book 14, at Page 185, Page 186, and Page 187, Duplin County Registry.

The real property described in Article I hereof is subject to the 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 on 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 improvements in said property, and thereby to enhance the values of investments made by purchases of lots herein.

ARTICLE II

LAND USE AND BUILDING TYPE. No lot shall be used except for single family residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling not to exceed three (3) stories in height, a private garage for not more than three (3) cars, and (with the approval of the Architectural Committee) a non-metal accessory building or structure for storage or other appropriate residential uses, not in excess of 320 square feet in area and, until cable TV is available for said lot, a TV Satellite Dish, both of which shall be located in the rear of the dwelling at a location and size approved by the Architectural Committee. After cable TV is available for said lots no TV Satellite Dish shall be installed.

ARTICLE III

BUILDING LOCATION. No building (including an accessory building or structure and a garage) shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot showing the location of every such building, have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by the Architectural Committee, which shall be a committee composed of three of the owners of lots located in Country Club Village Subdivision designated by Declarants, their successors or assigns. Declarants shall serve as Architectural Committee members until there are at least six lot owners in the subdivision. In the event the Committee fails to approve or disapprove such design or location within thirty days after the plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. Members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE IV

DWELLING SIZE. No residential one (1) story structure, which has a heated living area of less than 1500 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot. Also, no residential structure of more than one (1) story in height which has a ground floor heated living area of less than 1,000 square feet and a total heated living area of less than 1,600 square feet, exclusive of porches, steps, and garages shall be erected

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ARTICLE V

BUILDING SETBACK AND SEPARATION. Buildings located on Lots designated in this declaration shall be set back a minimum of 50 feet from the front lot line on Lots 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, and 14 and shall be set back a minimum of 40 feet from the front lot line on Lots 9, 15, 16, and 17. All buildings shall be set back at least ten (10) feet from the rear lot lines. No building shall be located nearer than 15 feet from any side line. For the purpose of this covenant, eaves and steps shall not be considered 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. In the event that two or more lots are purchased by the same owners, these restrictive covenants herein contained shall apply as if the combined area were one lot.

ARTICLE VI

WELL AND WATER SYSTEM. All water wells are to have a submersible type pump and the well cover shall not exceed two feet in horizontal or vertical size above the finished ground elevation beside the well cover and shall be at a location, size, and of an external appearance approved by the Architectural Committee. All water storage buildings are to be located either adjoining the dwelling or in a separate building located in the rear of the dwelling. All water wells are to be located a minimum distance of 25 feet from an adjoining owners lot line and are to be located within the front 60 feet on Lots 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, within the most northerly 50 feet on Lot 16, and within the most southerly 50 feet on Lot 17.

ARTICLE VII

UNDERGROUND UTILITIES AND STREET LIGHTING. Declarant reserves the right to subject the real property described hereinabove to a contract with Carolina Power & Light Company for the installation of underground electric cables and the installation of street lightning, either or both of which may require a continuous monthly charge to the owner of each building lot.

ARTICLE VIII

LOT AREA AND WIDTH. All lots as shown on the recorded map hereinbefore referred to are hereby approved with the condition that the Declarants may divide Lot No. 10 into two lots of a minimum width for each lot of 130 feet as measured along Country Club Drive and the rear lot line of Lot No. 10 with the line between these two lots extending as a straight line from Country Club Drive to the rear lot line of Lot No. 10. If the Declarant does divide Lot No. 10 into two lots, each of these two lots is to be subject to all of the restrictive covenants and conditions

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stated in this declaration. Adjustments may be made, however, in the line between any two lots so long as the area of any lot is not reduced by more than ten percent (10%) and so long as all other restrictions herein set forth are observed.

ARTICLE IX

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 and drainage facilities, 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 may be maintained continuously by the owner of the lot.

ARTICLE X

BUSINESS, MANUFACTURING, COMMERCIAL AND PROFESSIONAL USES PROHIBITED; NUISANCES PROHIBITED. No part of the said property shall be used for business, manufacturing, commercial or professional purposes. 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, except real estate subdivision signs or other related types of signs. 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. No trade materials or inventories may be stored or regularly parked on the premises.

ARTICLE XI

TEMPORARY STRUCTURES. No trailer, tent, shack, barn or other outbuilding, except a private garage for not more than three (3) cars and an accessory building or structure as authorized by the provisions of ARTICLE II, 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. Also, no satellite dishes, after cable service is available, or any outside antennas (radio and television) shall be installed without express written consent of the Architectural Committee as to its height, location, design and materials.

ARTICLE XII

FENCES. No fence, wall, hedge, or mass planting shall be permitted except in rear of dwelling and shall not be permitted

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proval by the Architectural Committee. Any fence constructed within these bounds must be approved by the Architectural Committee as to location, height, style, design and materials.

#### ARTICLE XIII

MAILBOXES. Prior to the erection of any mailbox on any lot in the subdivision or in the street right-of-way adjacent to the lot, the lot owner will present a plan and design for said mailbox and a plot plan showing the location thereof to the Declarants, and the Declarants shall have the right to approve both the design and location of said mailbox; it being the intention of the Declarants to require a uniform look of all mailboxes in Country Club Village Subdivision. If after sixty (60) days have passed and Declarants have not responded to the plan submitted by the lot owner, the lot owner is entitled to assume that his plan and location has been approved by the Declarants. If a mailbox is erected without following this procedure, then the Declarants are entitled to remove the mailbox and require lot owner to erect one of proper design.

#### ARTICLE XIV

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

#### ARTICLE XV

PARKING. Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the streets in the development. Owners of lots shall not be permitted to park boats, trailers, campers and all other similar property on the streets in the development, and such property shall be parked in a garage or area approved by the Architectural Committee as to location and screening. The Declarants may make parking available for recreational vehicles and boats. No unlicensed vehicle or junk cars shall be parked on any lot or in the streets.

#### ARTICLE XVI

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date on which this Declaration and Agreement is filed for registration in the Registry of Duplin County, after which period said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

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ARTICLE XVII

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

ARTICLE XVIII

SEVERABILITY. Invalidation of any one of these covenants or any part hereof 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 WITNESS WHEREOF, William W. Blanchard and wife, Catherine L. Blanchard, have caused this instrument to be executed as of the day and year first above written.

By: William W. Blanchard  
William W. Blanchard

Catherine L. Blanchard  
Catherine L. Blanchard

NORTH CAROLINA  
DUPLIN COUNTY

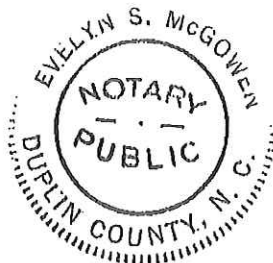
I, the undersigned Notary Public, hereby certify that William W. Blanchard and wife, Catherine L. Blanchard, personally came before me this day and acknowledged that the foregoing instrument was signed by them.

Witness my hand and notarial seal this 14th of December, 1995.

Evelyn S. McGowen  
Notary Public

My commission expires:

July 12, 2000



C/GC10:CCVSUB.CO.V

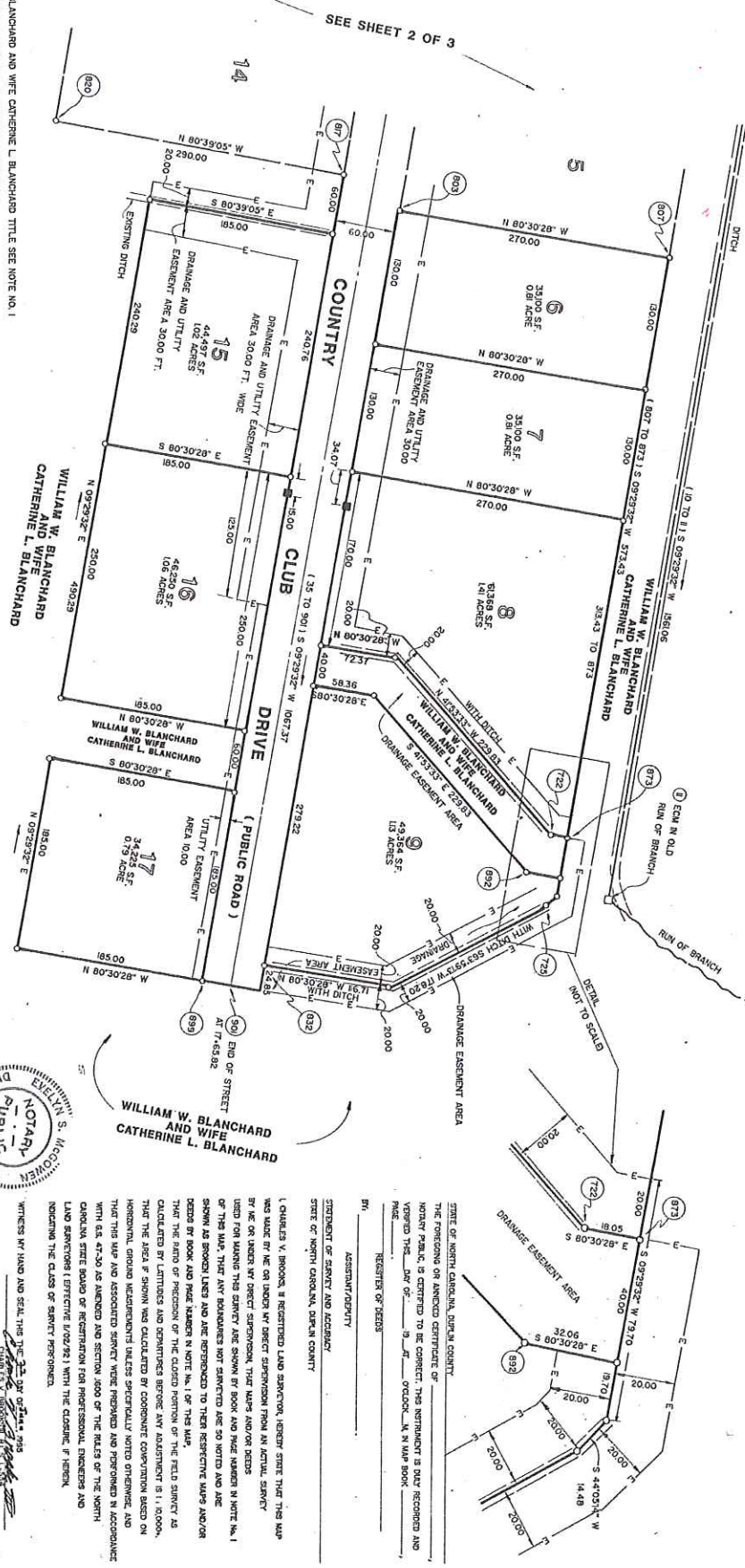
NORTH CAROLINA, Duplin County  
The foregoing or annexed certificate... of Evelyn S. McGowen, N.P.

This instrument duly recorded and verified this 14 day of December, 1995. is/are certified to be correct.



Map Book 14, Page 1

ROCKFISH COUNTRY CLUB, INC. LAND  
BOOK 604 PAGE 129



**MAP BOOK 14**  
**PAGE 187**



DECLARATION OF PROTECTIVE COVENANTS  
COUNTRY CLUB SUB-DIVISION

ALL OF THE LOTS NUMBERED 12, 13, 14, 15, 16, 17 AND 18 ON ALL 3 SHEETS OF THIS MAP ARE SUBJECT TO RESTRICTIVE COVENANTS SET FORTH IN THE DECLARATION OF PROTECTIVE COVENANTS AS RECORDED IN BOOK \_\_\_\_\_ ON PAGE \_\_\_\_\_ DUPLIN COUNTY, NORTH CAROLINA.

TYPICAL PAVEMENT CROSS SECTION  
SEE SHEET 1 OF 3

DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS

PROPOSED SUPERVISION THIS  
CONSTRUCTION SHALL BE SUPERVISED BY  
RESIDENT: J. B. Edwards  
APPROVED: J. B. Edwards  
DISTRICT ENGINEER

DATE: 06-16-95



NOTARY PUBLIC  
DUPLIN COUNTY  
NORTH CAROLINA  
CHARLES V. BROOKS, III

STATE OF NORTH CAROLINA, DUPLIN COUNTY

I, CHARLES V. BROOKS, III, a registered land surveyor, hereby state that this map was made by me on orders by direct suspension from an actual survey used for making this survey and shown by book and page number in note No. 1 of this map that any subdivisions not shown are so noted and are shown as broken lines and are referred to their respective maps and/or books by book and page number in note No. 1 of this map.

THAT THE PART OF PRECISION OF THE CLOSED PORTION OF THE FIELD SURVEY AS CALICATED BY LATITUDE AND DISTANCE BEFORE ANY ADJUSTMENT IS 11,000.00, THAT THE AREA IS SHOWN AS CALCULATED BY COORDINATE CONVENTION BASED ON HORIZONTAL GROUND MEASUREMENTS UNLESS SPECIFICALLY NOTED OTHERWISE, AND THAT THIS MAP AND ASSOCIATED SURVEY WERE PREPARED AND PERFORMED IN ACCORDANCE WITH G.S. 47-20 AS AMENDED AND SECTION 500 OF THE RULES OF THE NORTH CAROLINA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS (EFFECTIVE 1/22/93) WITH THE CLARIFICATION HEREIN.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS 16th DAY OF JUNE, 1995.

CHARLES V. BROOKS, III  
REGISTERED LAND SURVEYOR

STATE OF NORTH CAROLINA, DUPLIN COUNTY

THE FOREGOING OF AFORESAID CERTIFICATE OF MASTERY PUBLIC IS CERTIFIED TO BE CORRECT, THIS INSTRUMENT IS DULY RECORDED AND VERIFIED THIS 16th DAY OF JUNE, 1995, AT OXFORD, N.C. IN MAP BOOK \_\_\_\_\_ REGISTERED BY DEEDS \_\_\_\_\_

BY: \_\_\_\_\_ ASSISTANT/DEPUTY

STATEMENT OF SURVEY AND ACCURACY

STATE OF NORTH CAROLINA, DUPLIN COUNTY

REGISTERED LAND SURVEYOR  
DATE SURVEYED 1994  
DATE OF THIS MAP 1995

GRAPHIC SCALE  
0 60 120 180 240  
1 IN HORIZONTAL GROUND FEET

DRAWN BY: S. BOGGS/AUX

A SUB-DIVISION OF LAND OWNED BY WILLIAM W. BLANCHARD AND WIFE CATHERINE L. BLANCHARD  
COUNTRY CLUB VILLAGE  
LOCATED IN ROCKFISH TOWNSHIP, DUPLIN COUNTY, NORTH CAROLINA

SHEET 3 OF 3

NOTES:  
1. FOR WILLIAM W. BLANCHARD AND WIFE CATHERINE L. BLANCHARD TITLE SEE NOTE NO. 1  
ON SHEET 2 OF 3.  
2. ALL LINES WERE OBTAINED BY COORDINATE CONVENTION.  
3. UNLESS SPECIFICALLY NOTED OTHERWISE, ALL LINES ARE HORIZONTAL, GROUND MEASUREMENTS IN PROPER ANGULAR RELATION TO EACH OTHER AND RELATIVE TO THE NORTH MERIDIAN SHOWN.  
4. FOR LEGEND SEE SHEET 1 OF 3.  
5. ONLY THOSE ITEMS DEEMED PERTINENT AND APPROPRIATE TO THE SURVEY HAVE BEEN SHOWN ON THIS MAP. THE LOCATION AND EXISTENCE OF ANY STRUCTURE OR UTILITY UNDER THE GROUND AND NOT READILY VISIBLE, WHETHER OR NOT SHOWN HEREON, MADE AS A PART OF THE SURVEY.

CHARLES V. BROOKS, III  
REGISTERED LAND SURVEYOR  
1001 WEST 10TH STREET  
PO BOX 258-2620  
OXFORD, NORTH CAROLINA 28466



BOOK 1262 PAGE 468

THIS INSTRUMENT DRAFTED BY: ROBIN NEIL RHODES, ATTORNEY AT LAW  
P. O. BOX 339, WALLACE, N.C. 28466

STATE OF NORTH CAROLINA

COUNTY OF DUPLIN

AMENDMENTS TO PROTECTIVE AND  
RESTRICTIVE COVENANTS OF  
COUNTRY CLUB SUBDIVISION SECTION 1

THIS DECLARATION, made this 30th day of November, 1998, by WILLIAM W. BLANCHARD AND WIFE, CATHERINE L. BLANCHARD, HARRY L. CARLTON AND WIFE, HIRLEY M. CARLTON, JOHN M. LEVINGS AND WIFE, KAREN T. LEVINGS, LARRY LEWIS AND WIFE, MARIE LEWIS, WILLIAM EUGENE RAMSEY AND WIFE, JOY ADGETT RAMSEY, WAYNE RICH AND WIFE HOPE RICH, AND SAUNDERS & WELLS BUSINESS SERVICES, hereinafter called "Declarants."

WITNESSETH:

WHEREAS, the Declarants are the owners of a majority of the real property described in Article I of this Declaration and wish to amend the Protective and Restrictive Covenants attached to the land described in Article I, and recorded in the Duplin County Register of Deeds on December 14, 1995 in Book 1170, Page 71.

WHEREAS, the Declarants, being majority owners, have the power and authority to amend the Protective and Restrictive Covenants as granted by Article XVI of said Covenants.

NOW, THEREFORE, Declarants hereby amend the Protective and Restrictive Covenants referred to above so that the following Articles thereof be and they are hereby amended so as to read as follows:

ARTICLE I

The real property which is, and shall be held, transferred, sold, and conveyed subject to these amended Protective and Restrictive Covenants set forth in the amended Articles of this Declaration is located in the Township of Rockfish, the County of Duplin, the State of North Carolina, and is more particularly described as follows:

Being all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 as the same are shown on a map of COUNTRY CLUB VILLAGE SUBDIVISION as recorded in Map Book 14, at Page 185, 186, and 187, Duplin County Registry.

The real property described in Article I hereof is subject to the Protective Covenants and Restrictions and Amendments 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 build of improper or unsuitable materials; to obtain harmonious

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 unharmonious improvement on 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 improvements in said property, and thereby to enhance the values of investments made by purchases of property herein.

## ARTICLE II

LAND USE AND BUILDING TYPE. No lot shall be used except for single family residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling not to exceed three (3) stories in height, a private garage not more than three (3) cars, and (with the approval of the Architectural Committee) a non-metal accessory building or structure for storage or other appropriate residential uses, not in excess of 320 square feet in area and, until cable TV is available for said lot, a TV Satellite Dish, both of which shall be located in the rear of the dwelling at a location and size approved by the Architectural Committee. If cable TV is available for said lots, no TV Satellite Dish shall be installed. No garage or other building to be used for the parking or storage of vehicles or other goods shall have a door that opens toward the front of the lot.

## ARTICLE III

BUILDING LOCATION. No building (including an accessory building or structure and a garage) shall be erected, placed, or altered on any premises in said development until the building plans, specifications, exterior building materials, and plot showing the location of every such building, have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by the Architectural Committee, which shall be a committee composed of three of the owners of lots designated in Country Club Village Subdivision designated by Declarants, their successors or assigns. Declarants shall serve as Architectural Committee members until there are at least six lot owners in the subdivision. In the event the Committee fails to approve or disapprove such design or location within sixty days after the plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. Members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. All construction plans, specifications, samples, pictures, or other items submitted to the Committee for approval shall be left with, and become the property of, the Committee.

## ARTICLE XI

TEMPORARY STRUCTURES. No trailer, tent, shack, barn or other outbuilding, except a private garage for not more than three (3) cars and an accessory building or structure as authorized by the provisions of ARTICLE II, shall be erected or placed on any lot covered by these covenants. "Trailer" in this article shall include any structure which must comply with the N.C. Regulations for Manufactured/Mobile Homes and any Modular Home which has been constructed and labeled indicating compliance with the North Carolina State Residential Building Code. No detached garage shall at any time be used for human habitation temporarily or permanently. Satellite dishes are permissible provided

the diameter does not exceed thirty-seven (37) inches (examples include PrimeStar and DSS  
ems). Satellite dishes exceeding thirty-seven (37) inches are prohibited. No outside antennas (radio  
television) shall be installed without the express written consent of the Architectural Committee as  
to its height, location, design and materials.

ARTICLE XVI

TERM. These covenants are to run with the land and shall be binding on all parties and all  
persons claiming under them for a period of twenty-five (25) years from the date on which the original  
Declaration and Agreement was filed for registration in the Registry of Duplin County, after which  
said covenants shall be automatically extended for successive periods of ten (10) years unless an  
instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said  
covenants in whole or in part.

ARTICLE XIX

BUILDING MATERIAL. No dwelling or structure shall exist upon said property which includes  
more than thirty percent (30%) vinyl siding in the outer wall exposed to view from the outside. No  
building or structure shall exist upon said property which includes cinder block, cement block, stucco,  
asbestos shingle siding in the outer wall (including foundation) exposed to view from the outside.

ARTICLE XX

GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping  
ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All  
generators or other equipment for the storage or disposal of such material shall be kept in a clean and  
sanitary condition. No building material waste or land clearing debris shall be buried on any lot.

ARTICLE XXI

AMENDMENTS. Amendments to any and all of the Articles in this Amendment, or to the  
existing original Protective and Restrictive Covenants (including the TERM) can be accomplished by  
approval of a majority of the then owners of the lots and recordation of such agreement.

Except as hereby amended, the Protective and Restrictive Covenants of Country Club Subdivision,  
Section 1, recorded in Book 1170, Page 71 of the Duplin County Registry shall remain and continue in  
full force and effect.

IN WITNESS WHEREOF, the Declarants have caused this instrument to be executed as of the  
5th day of November, 1998.

William W. Blanchard (SEAL) Catherine L. Blanchard (SEAL)  
William W. Blanchard Catherine L. Blanchard

[Signature] (SEAL) Shirley M. Carlton (SEAL)  
Shirley M. Carlton

[Signature] (SEAL) Karen T. Levings (SEAL)  
Karen T. Levings

[Signature] (SEAL) Marie Lewis (SEAL)  
Marie Lewis

[Signature] (SEAL) Joy Padgett Ramsey (SEAL)  
Joy Padgett Ramsey

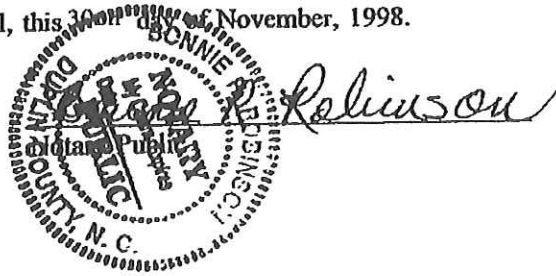
[Signature] (SEAL) Hope Rich (SEAL)  
Hope Rich

Saunders & Wells Business Services  
BY: [Signature] (SEAL)  
Emily C. Saunders  
BY: [Signature] (SEAL)  
Linda C. Wells

STATE OF NORTH CAROLINA  
COUNTY OF DUPLIN

I, Bonnie R. Robinson, a Notary Public of the aforesaid county and state, do hereby certify that WILLIAM W. BLANCHARD AND CATHERINE L. BLANCHARD, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this 30th day of November, 1998.

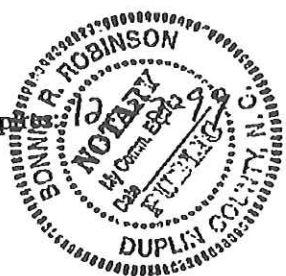


My Commission Expires: 12-22-99

STATE OF NORTH CAROLINA  
COUNTY OF DUPLIN

I, BONNIE R. ROBINSON, a Notary Public of the aforesaid county and state, do hereby certify that HARRY L. CARLTON AND SHIRLEY M. CARLTON; JOHN M. LEVINGS AND JOHN T. LEVINGS; LARRY LEWIS AND MARIE LEWIS; WILLIAM EUGENE RAMSEY AND PADGETT RAMSEY; WAYNE RICH AND HOPE RICH; and EMILY C. SAUNDERS AND DA C. WELLS, t/a Saunders & Wells Business Services, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this 30th day of November, 1998.



Bonnie R. Robinson  
Notary Public

Commission Expires

STATE OF NORTH CAROLINA  
COUNTY OF DUPLIN

The foregoing certificates of BONNIE R. ROBINSON, a Notary Public of Duplin County, North Carolina, are certified to be correct. This instrument was presented for registration this day and was duly recorded in the office of the Register of Deeds of Duplin County, North Carolina, in Book 62, Page 468.

This 2nd day of December, 1998, at 3:02 o'clock P m.

JOYCE J. WILLIAMS

BY: Linda J. Rhodes  
Deputy/Assistant Register of Deeds

Registered and verified: JR

*Bonnie R. Robinson*

*3/1602*

STATE OF NORTH CAROLINA

COUNTY OF DUPLIN

PROTECTIVE COVENANTS OF  
COUNTRY CLUB VILLAGE SUBDIVISION  
SECTION 2

THIS DECLARATION, Made this 7<sup>th</sup> of September, 1999,  
by WILLIAM W. BLANCHARD AND WIFE, CATHERINE L. BLANCHARD,  
hereinafter called "Declarants."

## W I T N E S S E T H:

THAT WHEREAS, the Declarants are the owners of the real property described in Article I of this Declaration and are desirous of subjecting said real property to the Protective Covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarants hereby declare that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold, and conveyed subject to the Protective Covenants set forth below:

## ARTICLE I

The real property which is, and shall be held, transferred, sold and conveyed subject to these Protective Covenants set forth in the Articles of this Declaration is located in the Township of Rockfish, the County of Duplin, the State of North Carolina, and is more particularly described as follows:

Being all of Lots 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and 31 as the same are shown on a map of COUNTRY CLUB VILLAGE SUBDIVISION, SECTION 2, as recorded in Map Book 16, at Page 30, 31, and 32, Duplin County Registry.

The real property described in Article I hereof is subject to the 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 on 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 improvements in said property, and thereby to enhance the values of investments made by purchases of lots herein.

## ARTICLE II

LAND USE AND BUILDING TYPE. No lot shall be used except for single family residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling not to exceed three (3) stories in height, a private garage for not more than three (3) cars, and (with the approval of the Architectural Committee) a non-metal accessory building or structure for storage or other appropriate residential uses, not in excess of 400 square feet in area which shall be located in the rear of the dwelling at a location and size approved by the Architectural Committee. No garage or other building to be used for the parking or storage of vehicles or other goods shall have a door that opens toward the front of the lot.

## ARTICLE III

BUILDING LOCATION, PLANS, AND SPECIFICATIONS. No building (including an accessory building or structure and a garage) shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot showing the location of every such building, have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by the Architectural Committee. The Architectural Committee shall be a committee composed of three of the owners of lots located in Country Club Village Subdivision. The architectural Committee members shall be appointed by Declarants, their successors, or assigns. Declarants, their successors, or assigns, shall have the authority to remove committee members, with or without cause. Such removal to be effective immediately upon written notice to the committee member. Three copies of all building plans, specifications, plats, etc. shall be submitted to the Architectural Committee for their approval. Also, one copy of the same building plans, specifications, plats, etc. as they are approved together with a Country Club Village Certificate of Approval shall be submitted to the agencies having jurisdiction for required building permits. Duplin County requires a Country Club Village Certificate of Approval to issue a building permit. All Construction plans, specifications, samples, pictures, or other items submitted to the Architectural Committee for approval shall be left with, and become the property of, the Committee. Also, an exact copy of all building, plans, specifications, plats, etc. as approved by the Architectural Committee shall be submitted to the Duplin County Building and Inspection Department. If construction has not commenced within 6 months and been completed within 24 months after the issuance of a Certificate of Approval

by the Architectural Committee, a reapplication with the Architectural Committee shall be required. Members of the Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

#### ARTICLE IV

DWELLING SIZE. No residential one (1) story structure, which has a heated living area of less than 1500 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot. Also, no residential structure of more than one (1) story in height which has a ground floor heated living area of less than 1,100 square feet and a total heated living area of less than 1,600 square feet, exclusive of porches, steps, and garages shall be erected or placed or permitted to remain on any lot.

#### ARTICLE V

BUILDING SETBACK AND SEPARATION. Buildings located on Lots designated in this declaration shall be set back a minimum of 75 feet from the front lot line. All buildings shall be set back at least twenty (20) feet from the rear lot lines. No building shall be located nearer than 15 feet from any side line. For the purpose of this covenant, eaves and steps shall not be considered 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. In the event that two or more lots are purchased by the same owners and used as one building site, these restrictive covenants herein contained shall apply as if the combined area were one lot.

#### ARTICLE VI

WELL AND WATER SYSTEM. All water wells are to have a submersible type pump and the well cover shall not exceed two feet in horizontal or vertical size above the finished ground elevation beside the well cover and shall be at a location, size, and of an external appearance approved by the Architectural Committee. All water storage buildings are to be located either adjoining the dwelling or in a separate building located in the rear of the dwelling. All water wells are to be located a minimum distance of 25 feet from an adjoining owners lot line and are to be located a minimum distance of 125 feet from the front lot line.

#### ARTICLE VII

UNDERGROUND UTILITIES AND STREET LIGHTING. Declarants reserve the right to subject the real property described hereinabove to a contract with Carolina Power & Light Company for the installation of underground electric cables and the installation of street lightning, either or both of which may require a continuous monthly charge to the owner of each building lot. All

electric power cables, telephone cables, and utility cables of any kind are to be located underground.

#### ARTICLE VIII

LOT AREA AND WIDTH. All lots as shown on the recorded map hereinbefore referred to are hereby approved. Adjustments may be made, however, in the line between any two lots so long as the area of any lot is not reduced by more than ten percent (10%) and so long as all other restrictions herein set forth are observed. Also, three adjoining lots may be divided into two adjoining lots.

#### ARTICLE IX

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 and drainage facilities, 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 may be maintained continuously by the owner of the lot.

#### ARTICLE X

BUSINESS, MANUFACTURING, COMMERCIAL AND PROFESSIONAL USES PROHIBITED; NUISANCES PROHIBITED. No part of the said property shall be used for business, manufacturing, commercial or professional purposes. 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, except real estate subdivision signs or other related types of signs. 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. No trade materials or inventories may be stored or regularly parked on the premises.

#### ARTICLE XI

TEMPORARY STRUCTURES. No trailer, tent, shack, barn or other outbuilding, except a private garage for not more than three (3) cars and an accessory building or structure as authorized by the provisions of ARTICLE II, shall be erected or placed on any lot covered by these covenants. "Trailer" in this article shall include any structure which must comply with the N. C. Regulations for Manufactured/Mobile Homes and any Modular Home

which has been constructed and labeled indicating compliance with the North Carolina State Residential Building Code. No detached garage shall at any time be used for human habitation temporarily or permanently. T. V. satellite dishes are permissible provided that the diameter does not exceed thirty-seven (37) inches (examples include PrimeStar and DSS systems). Satellite dishes exceeding thirty-seven (37) inches are prohibited. All T. V. satellite dishes are to be located in the rear of the dwelling at a location and size approved in writing by the Architectural Committee. No outside antennas (radio or television) shall be installed without the express written consent of the Architectural Committee as to its height, location, design and materials.

#### ARTICLE XII

FENCES. No fence, wall, T.V. satellite dish, hedge, or mass planting shall be permitted except in rear of dwelling and shall not be permitted to extend beyond the rear corner of dwellings, except upon approval by the Architectural Committee. Any fence constructed within these bounds must be approved by the Architectural Committee as to location, height, style, design and materials.

#### ARTICLE XIII

MAILBOXES. Prior to the erection of any mailbox on any lot in the subdivision or in the street right-of-way adjacent to the lot, the lot owner shall present a plan and design for said mailbox and a plot plan showing the location thereof to the Architectural Committee, and the Architectural Committee shall have the right to approve both the design and location of said mailbox; it being the intention of the Declarants to require a uniform look of all mailboxes in Country Club Village Subdivision.

#### ARTICLE XIV

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

#### ARTICLE XV

PARKING. Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the streets in the development. Owners of lots shall not be permitted to park boats, trailers, campers and all other similar property on the streets in the development, and such property shall be parked in a garage or area approved by the Architectural Committee as to location and screening. The Declarants may make parking available for recreational vehicles and boats. No unlicensed vehicle or junk cars shall be parked on any lot or in the streets.

## ARTICLE XVI

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date on which the original Declaration and Agreement was filed for registration in the Registry of Duplin County, after which period said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots within Country Club Village Subdivision, Section 2, has been recorded agreeing to change said covenants in whole or in part.

## ARTICLE XVII

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

## ARTICLE XVIII

SEVERABILITY. Invalidation of any one of these covenants or any part hereof 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.

## ARTICLE XIX

BUILDING MATERIAL. No dwelling or structure shall exist upon said property which includes cinder block, cement block, stucco, vinyl siding, or asbestos shingle siding in the outer wall (including foundation) exposed to view from the outside.

## ARTICLE XX

GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No building material waste or land clearing debris shall be buried on any lot.

IN WITNESS WHEREOF, the Declarants have caused this instrument to be executed as of the 7<sup>th</sup> of September, 1999.

  
William W. Blanchard

(SEAL)

  
Catherine L. Blanchard

(SEAL)

STATE OF NORTH CAROLINA

COUNTY OF DUPLIN

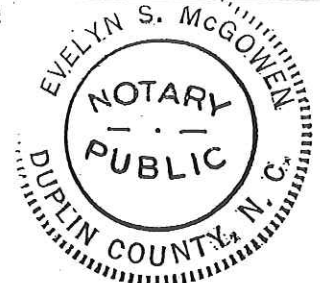
I, Evelyn S. McGowen, a Notary Public of the aforesaid county and state, do hereby certify that WILLIAM W. BLANCHARD AND CATHERINE L. BLANCHARD, personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this 7<sup>th</sup> of September, 1999.

Evelyn S. McGowen  
Notary Public

My commission expires:

July 12, 2000



STATE OF NORTH CAROLINA

COUNTY OF DUPLIN

The foregoing certificates of Evelyn S. McGowen, a Notary Public of Duplin County, North Carolina, are certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Duplin County, North Carolina, in Book 1292, on Page 89.

A M. This 8 day of September, 1999, at 8:58 o'clock

JOYCE WILLIAMS WEST  
REGISTER OF DEEDS

Register of Deeds  
Recorded and verified: LR

BY: Linda S. Rhodes  
Deputy/Assistant Register of Deeds

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