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Fee Amt: \$38.00 Page 1 of 9  
Onslow County, NC  
Mildred M Thomas Register of Deeds  
BK 2800 PG 768-776

**NORTH CAROLINA:**

**ONslow COUNTY:**

**RESTRICTIVE COVENANTS**

**THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS,**  
made this 10<sup>th</sup> day of January, 2007, by B & H ASSOCIATES, INC., a North Carolina corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called "Declarant".

**WITNESSETH:**

**THAT WHEREAS,** the Declarant is the owner of the real property described in Paragraph 1 of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

**NOW, THEREFORE,** Declarant hereby declares that the real property in and referred to in Paragraph 1 hereof is and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth below:

**1. DESCRIPTION OF REAL PROPERTY:**

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

Being all of those numbered lots, as shown on that plat entitled "THE BRYANT PLACE PHASE ONE", as recorded in Map Book 52, Page 142, Slide L-1717, of the Onslow County Public Registry.

## 2. GENERAL RESTRICTIONS:

Section 1. Residential Use: No lot, lots, or portions thereof shall be put to any use other than for residential purposes, except that any lot may be dedicated by the Declarant for a street or roadway. No structure shall be erected, altered, placed or permitted to remain on any Lot other than a single, one (1) family dwelling not to exceed three (3) stories in height, (which may include separate living quarters for one or more members of the owners' family or relative), a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, provided that the same are constructed in line with general architectural design and construction standards used by the dwelling itself. Each dwelling shall contain a minimum of 1200 heated square feet, and if a two-story dwelling, a minimum of 1400 heated square feet. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales/rental purposes.

Section 2. Prohibited Structure: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporary or permanently. No trailer, mobile home, camper or like vehicle shall be allowed on the property at any time, or any other structure which is finished or partially finished at a manufacturing unit or plant and transported for quick assembly or which is designed to be disassembled and relocated shall be allowed. It is specifically the intention and purposes of this covenant to prohibit the location of mobile homes, trailers, modular homes, relocatable houses, or similar type structures on the property. This covenant shall not be construed as prohibiting the uses of such a structure as a sales/rental model, office or construction site facility.

Section 3. Building Location: No building, residence, garage or other permitted accessory building shall be located on any lot nearer to the front line, any side street line, interior or rear lot line, than as shown on the recorded plat. For the purpose of this covenant, eaves, steps, open porches, and carports shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten (10%) percent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

Section 4. Nuisances: No noxious, offensive, or illegal activity shall be carried on or conducted upon any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood. All Lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted to remain on a Lot. No automobile, other vehicle(s), motorcycle(s), or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage. Declarant, its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so. The Declarant may contract for, and assess to owner, any maintenance necessary to enforce this covenant.

Section 5. Animals: No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot, or in any dwelling except that household pets may be kept provided that said pets shall not exceed fifty (50) pounds in weight and are not kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot.

Section 6. 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 burned or disposed of on any Lot and shall be kept in sanitary containers. All equipment for the storage prior to disposal of such material shall be kept in a clean and sanitary condition. The placement of containers shall be in an enclosed area not subject to view, from any direction. The Declarant reserves the right for itself, its successors and assigns, to contract for garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same.

Section 7. Exterior Lights: All light bulbs or other lights installed in any fixture located on the exterior of any dwelling, building or other structure located on any Lot shall be clear or white lights or bulbs. No mercury vapor or similar wide area lighting similar to street lights shall be allowed.

Section 8. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be

placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 9. Mailboxes: All mailboxes shall retain the same style, design, color and location of the mailbox as originally provided at construction of any residence.

Section 10. Signs: No sign, billboard, or other advertising of any kind, including without limitation professionally prepared "for sale" and "for rent" signs, shall be placed or erected on any Lot, right of way or Common Area save and except a professionally prepared "for sale" or "for rent" sign not to exceed six (6) square feet in size. Provided, however, nothing shall prohibit or limit in any manner "construction" signs designating the job site and builder which may be placed upon the Lot during the period of the construction of a residential dwelling on the Lot but must be immediately removed upon final completion of such construction. Notwithstanding the above, any additions to the Project Property in the Development area may be further limited in regard to signs, billboards or advertising as set out in any Supplemental Declaration. Nothing herein shall prohibit any sign erected by the Declarant or its assigns.

Section 11. Antennas: Satellite dishes must not exceed 24 inches in diameter and must be attached to the house. No other exterior antennas of any kind used for receiving and/or sending of TV, radio, or other signals will be permitted.

Section 12. Driveways/Parking: All driveways constructed on any Lot shall be paved with either asphalt or concrete. An owner shall provide a minimum of one (1) paved off-street parking space, excluding garage space(s) and shall provide a least one per automobile or other vehicle owned and regularly used at the Lot. On street parking is prohibited except for temporary, short gatherings.

Section 13. Subdivision: No lot shall be subdivided if the result of each subdivision is separate ownership of less than a whole lot; provided, however, that the Declarant, its successors or assigns, reserves the right to make minor boundary line adjustments between lots so long as

said adjustment does not exceed ten (10%) percent of the total area of a given lot; and further provided that one lot may be combined with another lot or lots or a portion thereof to create a larger lot, in which case the Restrictive Covenants shall be construed to apply to the larger lot so created.

Section 14. Vehicles, Boats, Storage, Travel Trailers, etc.: No vehicle without current inspection sticker, vehicle over 5000 pounds empty weight, camper trailer, motor homes or bus shall be parked overnight on any lot except in an enclosed garage; provided, however, guests of an owner may so park such vehicle for a period not to exceed seven (7) days each calendar year. A pleasure boat on its trailer may be parked and raw firewood, bicycles, motorcycles, or other items may be stored on that part of any lot away from the street lying beyond the front line of the house so that it is not viewable from any street.

Section 15. Trees: Except as to development or construction by Declarant, no tree four (4) inches in diameter at any location on said tree or ten (10') feet in height shall be cut, removed or intentionally damaged on any Lot.

Section 16. Swimming pools: Outdoor swimming pools, hot tubs, jacuzzis, and other similar facilities may be located on a lot and shall be screened and fenced. All such improvements shall be subject to approval and compliance with all governmental laws and regulations.

Section 17. Clotheslines: Clotheslines shall be not more than six (6) feet in height from the ground and shall not be viewable from the street, or shall be surrounded by a privacy fence.

Section 18. Fence Minimum Requirements: No fences over six (6) feet in height shall be constructed on any lot. No fence shall be erected between the rear of any building and the street right of way. Any portion of any fence which can be viewed from the street right of way shall be of an ornamental nature. The term fences shall include but not be limited to, a wall, fence, landscaping, berm, or hedge which acts as a fence or privacy or security inducing structure.

Section 19. Street Lighting Agreement: The developer reserves the right to subject the real property in this subdivision to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

### 3. EASEMENTS

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

The grantor reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over and along ten (10) feet off the side, rear, and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage or other utilities including water and sewer services.

For a period of two (2) years from the date of conveyance of the first lot in the subject property, the Declarant reserves a blanket easement and right of way on, over and under the ground to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of soil, or to take any other similar action reasonably necessary. Following such action the Declarant shall restore the affected property to its original condition as near as practical. The Declarant shall give reasonable notice of its intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice. At the expiration of such two (2) year period, said easement to correct drainage shall automatically expire.

### 4. GENERAL PROVISIONS:

Section 1. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years.

Section 2. Enforcement: In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the Declarant, its successors and assigns and the owners of the number lots in the subdivision, or nay of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. Costs and reasonable attorney fees shall be recoverable as part of any judgment or order to enforce these Restrictive Covenants. The failure to enforce any right, reservation, restriction or condition contained herein, however, long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Section 3. Remedies Extended to the State of North Carolina: To ensure that this subdivision is maintained consistent with the laws of the State of North Carolina, the State of North Carolina is specifically empowered to take such acts necessary by and through its offices to enforce any of these covenants against an Owner. The State of North Carolina is specifically made a beneficiary of these covenants.

Section 4. Stormwater Runoff: The following covenants are intended to insure ongoing compliance with State Stormwater Management Permit Number SW8 06112, as issued by the Division of Water Quality under NCAC 2H.1000:

- a. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.
- b. These covenants are to run with the land and be binding on all persons and parties claiming under them.
- c. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.
- d. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.
- e. The maximum allowable built-upon area per lot shall be 4,505 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right of way between the front lot line and the edge of the pavement. Built-upon area includes, but is not limited to, structures, asphalt,

concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

f. Filling in or piping of any vegetative conveyance (ditches, swales, etc.) associated with the development except for average driveway crossings is strictly prohibited by any persons.

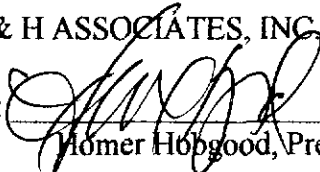
g. Each lot will maintain a 30 foot wide vegetated buffer between all impervious areas and surface waters.

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

Section 5. Modification of Restrictive Covenants: Except as to specific rights retained by Declarant, these restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof during the first twenty (20) year period by written document executed by the Declarant or their successors in title and by the owners of not less than ninety (90%) percent of the subdivided lots. After the expiration of the initial twenty (20) year period, these restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by not less than seventy-five (75%) percent of the Lot Owners, and recorded in the office of the Register of Deeds of the County in which this Declaration is recorded.

Section 6. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**IN WITNESS WHEREOF:** the parties hereto have hereunto set their hands and seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officer by authority of its Board of Directors, this the day and year first above written.

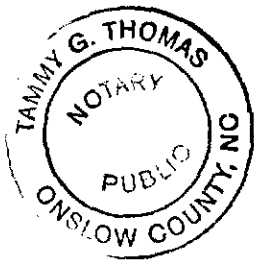
B & H ASSOCIATES, INC  
By:   
Homer Hobgood, President

**NORTH CAROLINA:**

**ONslow COUNTY:**

I, a Notary Public for the County and State aforesaid, do hereby certify that HOMER HOBGOOD personally came before me this day and acknowledged that he is the President of B & H ASSOCIATES, INC., a North Carolina corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and notarial stamp or seal, this the 10<sup>th</sup> day of January, 2009.

Tammy G. Thomas  
Notary Public  
My Commission Expires: 12-19-09



SAD



Doc ID: 004383800008 Type: CRP  
Recorded: 05/21/2008 at 01:32:43 PM  
Fee Amt: \$29.00 Page 1 of 6  
Onslow County, NC  
Maryland K. Washington Reg. of Deeds  
BK 3069 PG 156-161

NORTH CAROLINA  
ONSLow COUNTY

**RESTRICTIVE COVENANTS**

**THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS**, made the 20 day of May 2008 by RHC Construction & Realty Inc. organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called "Declarant."

**WITNESSETH:**

**THAT WHEREAS**, the Declarant is the owner of the real property described in Paragraph 1 of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

**NOW, THEREFORE**, Declarant hereby declares that the real property in and referred to in Paragraph 1 hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

**1. DESCRIPTION OF REAL PROPERTY:**

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

**BEING all of Lots 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26, as shown on a plat entitled "The Bryant Place, Phase II", Richlands Township, Onslow County, NC prepared by Johnny J. Williams Land Surveying, PC, dated March 29, 2007 and recorded in Map Book 53, Page 83, Slide L-1898, Onslow County Registry.**

**2. GENERAL RESTRICTIONS:**

Section 1. Residential Use: No lot, lots, or portions thereof shall be put to any use other than for residential purposes, except that any lot may be dedicated by the Declarant for a street or roadway. No structure shall be erected, altered, placed or permitted to remain on any Lot other than a single, one (1) family dwelling not to exceed three (3) stories in height, (which may include separate living quarters for one or more members of the owners' family or relative), a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, provided that the same are constructed in line with general architectural design and construction standards used by the dwelling itself. Each dwelling shall contain a minimum of 1200 heated square feet, and if two-story dwelling, a minimum of 1400 heated square feet. This

covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales/rental purposes.

Section 2. Prohibited Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporary or permanently. No trailer, mobile home, camper or like vehicle shall be allowed on the property at any time, or any other structure which is finished or partially finished at a manufacturing unit or plant and transported for quick assembly or which is designed to be disassembled and relocated shall be allowed. It is specifically the intention and purpose of this covenant to prohibit the location of mobile homes, trailers, relocatable houses, or similar type structures on the property. This covenant shall not be construed as prohibiting the use of such a structure as a sales/rental model, office or construction site facility.

Section 3. Building Location: No building, residence, garage or other permitted accessory building shall be located on any lot nearer to the front line, any side street line, interior or rear lot line, as shown on the recorded plat. For the purpose of the covenant, eaves, steps, open porches, and carports shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten (10%) percent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

Section 4. Nuisances: No noxious, offensive, or illegal activity shall be carried on or conducted upon any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood. All Lots, whether occupied or unoccupied, shall be well-maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted to remain on a Lot. No automobile, other vehicle(s), motorcycles(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage. Declarant, its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so. The Declarant may contract for, and assess to owner, any maintenance necessary to enforce this covenant.

Section 5. Animals: No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept, provided that said pets shall not exceed fifty (50) pounds in weight and are not kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot.

Section 6. 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 burned or disposed of on any Lot and shall be kept in sanitary containers. All equipment for storage prior to disposal of such material shall be kept in a clean and sanitary condition. The placement of containers shall be in an enclosed area not subject to view, from any direction. The Declarant reserves the right for itself, its successors and assigns, to contract for garbage collection services for each lot in the subdivision any the Lot owner shall be responsible for the payment of such garbage services to the company providing the same.

Section 7. Exterior Lights: All light bulbs or other lights installed in any fixture located on the exterior of any dwelling, building or other structure located on any Lot shall be clear or white lights or bulbs. No mercury vapor or similar wide area lighting similar to street lights shall be allowed.

Section 8. Sight Distance at Intersections: No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the

street property lines and a line connecting them at points twenty- five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot with ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 9. Mailboxes: All mailboxes shall retain the same style, design, color and location of the mailbox as originally provided at construction of any residence.

Section 10. Signs: No sign, billboard or other advertising of any kind, including without limitation professionally prepared "for sale" and "for rent" signs, shall be placed or erected on any Lot, right of way or Common Area save and except a professionally prepared "for sale" or "for rent" sign not to exceed six (6) square feet in size. Provided, however, nothing shall prohibit or limit in any manner "construction" signs designating the job site and builder which may be placed upon the Lot during the period of the construction of a residential dwelling on the Lot but must be immediately removed upon final completion of such construction. Notwithstanding the above, any additions to the Project Property in the Development area may be further limited in regard to signs, billboards or advertising as set out in any Supplemental Declaration. Nothing herein shall prohibit any sign erected by the Declarant or its assigns.

Section 11. Antennas: Satellite dishes must not exceed 24 inches in diameter and must be attached to the house. No other exterior antennas of any kind used for receiving and/ or sending of TV, radio, or other signals will be permitted.

Section 12. Driveways/ Parking: All driveways constructed on any Lot shall be paved with either asphalt or concrete. An owner shall provide a minimum of one (1) paved off-street parking space, excluding garage space(s) and shall provide a least one per automobile or other vehicle owned and regularly used at the Lot. On street parking is prohibited except for temporary, short gatherings.

Section 13. Subdivision: No lot shall be subdivided if the result of each subdivision is separate ownership of less than a whole Lot; provided, however, that the Declarant, its successors or assigns, reserves the right to make minor boundary line adjustments between lots so long as said adjustment does not exceed ten (10%) percent of the total area of a given lot; and further provided that one lot may be combined with another lot or lots or a portion thereof to create a larger lot, in which case these Restrictive Covenants shall be construed to apply to the larger lot so created.

Section 14. Vehicles, Boats, Storage, Travel Trailers, etc: No vehicle without current inspection sticker, vehicle over 5000 pounds empty weight, camper trailer, motor homes or bus shall be parked overnight on any lot except in an enclosed garage; provided, however, guests of an owner may so park such vehicle for a period not to exceed seven (7) days each calendar year. A pleasure boat on its trailer may be parked and raw firewood, bicycles, motorcycles, or other items may be stored only on that part of any lot away from the street lying beyond the front line of the house so that it is not viewable from any street.

Section 15. Trees: Except as to development or construction by Declarant, no tree four (4) inches in diameter at any location on said tree or ten (10') feet in height shall be cut, removed or intentionally damaged on any Lot.

Section 16. Swimming Pools: Outdoor swimming pools, hot tubs, Jacuzzi's, and other similar facilities may be located on a lot, and shall be screened and fenced. All such improvements shall be subject to approval and compliance with all governmental laws and regulations.

Section 17. Clotheslines: Clotheslines shall be not more than six feet (6') in height from the ground and shall not be viewable from the street, or shall be surrounded by a privacy fence.

Section 18. Fence Minimum Requirements: No fences over six (6) feet in height shall be constructed on any lot. No fence shall be erected between the rear of any building and the street right of way. Any portion of any fence which can be viewed from the street right of way shall be of an ornamental nature. The term fences shall include but not be limited to, a wall, fence, landscaping, berm, or hedge which acts as a fence or privacy or security inducing structure.

Section 19. Street Lighting Agreement: The developer reserves the right to subject the real property in this subdivision to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both which may require a continuing monthly payment to an electric utility company for the owner of each dwelling.

### **3. EASEMENTS:**

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

The grantor reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over and along ten (10) feet off the along side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage or other utilities including water and sewer services.

For a period of two (2) years from the date of conveyance of the first Lot in the subject property, the Declarant reserves a blanket easement and right of way on, over and under the ground to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary. Following such action the Declarant shall restore the affected property to its original condition as near as practical. The Declarant shall give reasonable notice of its intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice. At the expiration of such two (2) year period, said easement to correct drainage shall automatically expire.

### **4. GENERAL PROVISIONS:**

Section 1. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years.

Section 2. Enforcement: In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceeding, the Declarant, its successors and assigns and the owners of the number lots in the subdivision, or any of

them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. Costs and reasonable attorney fees shall be recoverable as part of any judgment or order to enforce these Restrictive Covenants. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Section 3. Remedies Extended to the State of North Carolina: To ensure that this subdivision is maintained consistent with the laws of the State of North Carolina, the State of North Carolina is specifically empowered to take such acts necessary by and through its officers to enforce any of these covenants against an Owner. The State of North Carolina is specifically made a beneficiary of these covenants.

Section 4. Stormwater Runoff: The following covenants are intended to insure ongoing compliance with State Stormwater Management Permit Number SW8 06112, as issued by the Division of Water Quality under NCAC 2H.1000:

- a. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.
- b. These covenants are to run with the land and be binding on all persons and parties claiming under them.
- c. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.
- d. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of water Quality.
- e. The maximum allowable built- upon area per lot shall be 4,505 square feet. This allotted amount includes any built- upon area constructed within the lot property boundaries, and that portion of the right of way between the front lot line and the edge of the pavement. Built- upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.
- f. Filling in or piping of any vegetative conveyance (ditches, swales, etc.) associated with the development except for average driveway crossings is strictly prohibited by any persons.
- g. Each lot will maintain a 30 foot wide vegetated buffer between all impervious areas and surface waters.
- h. All roof drains shall terminate at least 30 feet from the mean high water mark.

Section 5. Modification of Restrictive Covenants: Except as to specific rights retained by Declarant, these restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof during the first twenty (20) year period by written documents executed by the Declarant or their successors in title and by the owner of not less than ninety percent (90%) or more of the subdivided lots. After the expiration of the initial twenty (20) year period, these restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by not less than seventy-five percent (75%) of the Lot Owners, and recorded in the office of the Register of Deeds of the County in which this Declaration is recorded.

Section 6. Severability: Invalidation of any one of these covenants or restriction by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this the day and year first above written.

David McGowan VP

**RHC CONSTRUCTION & REALTY INC. (SEAL)**

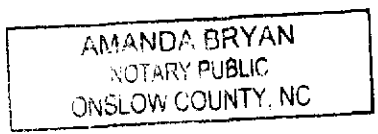
STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

I Amanda Bryan, the undersigned, a Notary Public of the aforesaid county and state aforesaid, do hereby certify that **DAVID MCGOWAN** personally appeared before me this day and acknowledged that he is **Vice-President of RHC Construction & Realty Inc., a North Carolina Corporation** and acknowledged on behalf of **RHC Construction & Realty Inc.**, the execution of the foregoing instrument for the purpose therein expressed.

Witness my hand and notarial seal, this 20 day of May, 2008.

Amanda Bryan  
Notary Public

My commission expires: 3/29/2012



540



Doc ID: 007178430006 Type: CRP  
Recorded: 03/17/2009 at 12:11:09 PM  
Fee Amt: \$29.00 Page 1 of 6  
Onslow County, NC  
Rebecca L. Pollard Reg. of Deeds

BK **3197** PG **180-185**

MODIFICATION  
OF  
RESTRICTIVE COVENANTS  
FOR  
THE BRYANT PLACE, PHASE II

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

MODIFICATION OF RESTRICTIVE COVENANTS FOR THE BRYANT PLACE,  
PHASE II

This Modification, made this \_\_\_\_ day of February, 2009 by RHC Construction & Realty, Inc.; Robert Gussman and Meagan Lynn Pratt; Jeremy Libby and Liriola Libby; Christopher Dontay Thomas and Willie D. Thomas; Kendrick L. McRae and Georgette E. McRae; Matthew G. Fraley; and Jeremy A. Kaufman and Angela M. Kaufman hereinafter referred to as "Declarants";

WITNESSETH:

THAT WHEREAS, certain declarants are the owners of a majority of lots in The Bryant Place, Phase II, Onslow County, North Carolina; and

WHEREAS, Declarants heretofore declared, gave, granted and conveyed for lots in The Bryant Place, Phase II, Onslow County, North Carolina, certain Restrictive Covenants for the benefit of said subdivision, as recorded in Book 3069, Page 156, Onslow County Registry; and

WHEREAS, said Restrictive Covenants allow for modification of said Restrictive Covenants;

NOW, THEREFORE, for and in consideration of the acts and things herein agreed to be done and other good and valuable consideration, the receipt of which is hereby acknowledged, Declarants do hereby declare as follows:

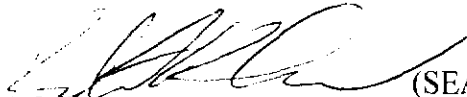
Declarants do hereby modify the Restrictive Covenants recorded in Book 3069, Page 156, Onslow County Registry, as follows:

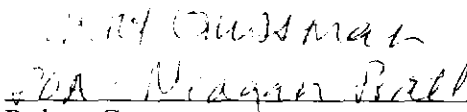
By deleting section 5 under heading number 2 of the General Restrictions entitled Animals in its entirety and replacing said section with the following:

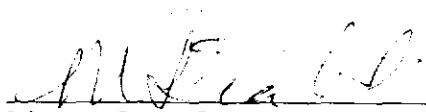
Section 5. Animals: No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept, provided that said pets are not kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot.

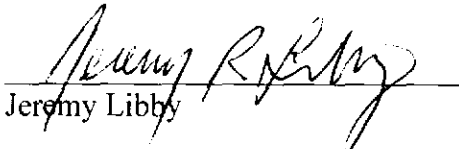
IN WITNESS WHEREOF, Declarants have caused this instrument to be executed, as of the day and year first above-written.

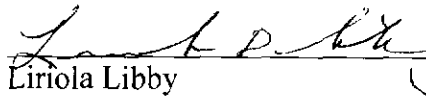
DECLARANTS:

 (SEAL)  
RHC CONSTRUCTION & REALTY, INC  
By: Robert Cameron, President

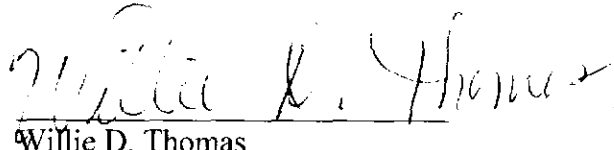
  
Robert Gussman

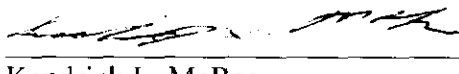
  
Meagan Lynn Pratt

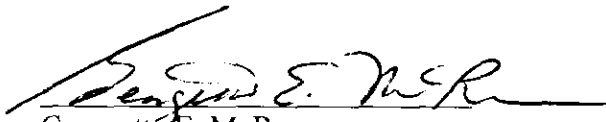
  
Jeremy Libby

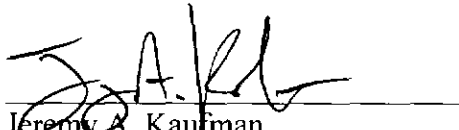
  
Liriola Libby

  
Christopher Dontay Thomas

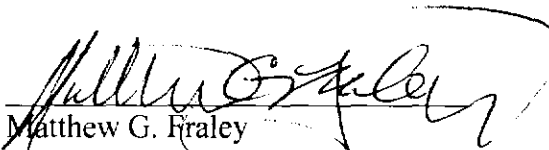
  
Willie D. Thomas

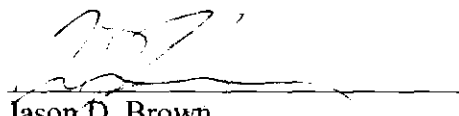
  
Kendrick L. McRae

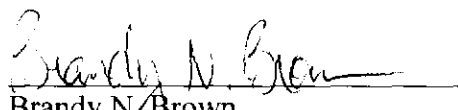
  
Georgette E. McRae

  
Jeremy A. Kaufman

  
Angela M. Kaufman

  
Matthew G. Fraley

  
Jason D. Brown

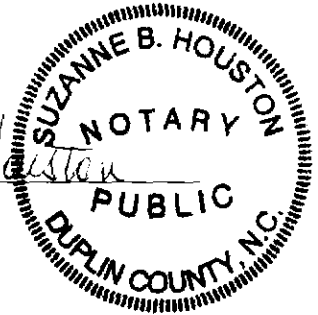
  
Brandy N. Brown

STATE OF NORTH CAROLINA  
COUNTY OF Onslow

On this 24 day of February, 2009, personally appeared before me **Robert Cameron, President, RHC Construction & Realty, Inc.** known to me to be the person described in and who executed the foregoing instrument and s/he acknowledged that s/he executed the same and being sworn by me made oath that the statements set forth therein are true and correct.

My Commission Expires:  
3-18-2013

Suzanne B Houston  
Notary Public

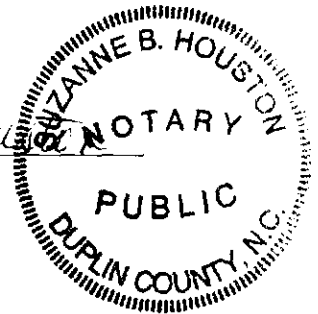


STATE OF NORTH CAROLINA  
COUNTY OF Onslow

On this 24 day of February, 2009, personally appeared before me **Robert Gussman and Meagan Lynn Pratt** known to me to be the person described in and who executed the foregoing instrument and s/he acknowledged that s/he executed the same and being sworn by me made oath that the statements set forth therein are true and correct.

My Commission Expires:  
3-18-2013

Suzanne B Houston  
Notary Public

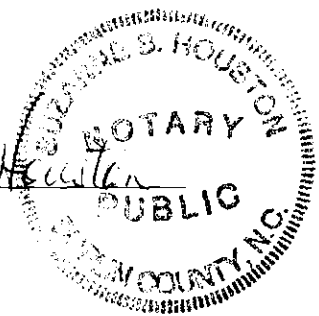


STATE OF NORTH CAROLINA  
COUNTY OF Onslow

On this 24 day of February, 2009, personally appeared before me **Jeremy Libby and Liriola Libby** known to me to be the person described in and who executed the foregoing instrument and s/he acknowledged that s/he executed the same and being sworn by me made oath that the statements set forth therein are true and correct.

My Commission Expires:  
3-18-2013

Suzanne B Houston  
Notary Public

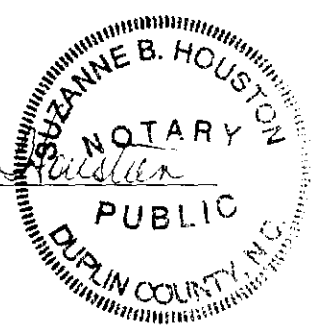


STATE OF NORTH CAROLINA  
COUNTY OF Cherokee

On this 24 day of February, 2009, personally appeared before me  
**Matthew G. Fraley** known to me to be the person described in and who executed  
the foregoing instrument and s/he acknowledged that s/he executed the same and  
being sworn by me made oath that the statements set forth therein are true and  
correct.

My Commission Expires:  
3-18-2013

Suzanne B. Houston  
Notary Public

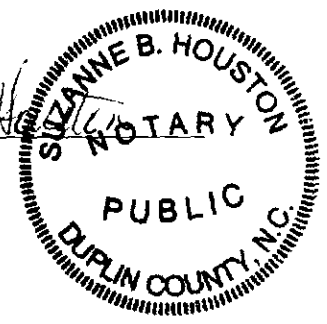


STATE OF NORTH CAROLINA  
COUNTY OF Cherokee

On this 24 day of February, 2009, personally appeared before me  
**Jason D. Brown and Brandy N. Brown** known to me to be the person described  
in and who executed the foregoing instrument and s/he acknowledged that s/he  
executed the same and being sworn by me made oath that the statements set forth  
therein are true and correct.

My Commission Expires:  
3-18-2013

Suzanne B. Houston  
Notary Public

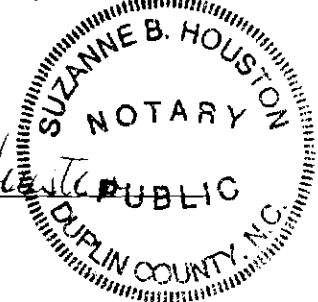


STATE OF NORTH CAROLINA  
COUNTY OF Cnstow

On this 24 day of February, 2009, personally appeared before me  
**Christopher Dontay Thomas and Willie D. Thomas** known to me to be the  
person described in and who executed the foregoing instrument and s/he  
acknowledged that s/he executed the same and being sworn by me made oath that  
the statements set forth therein are true and correct.

My Commission Expires:  
3-18-2013

Suzanne B. Houston  
Notary Public

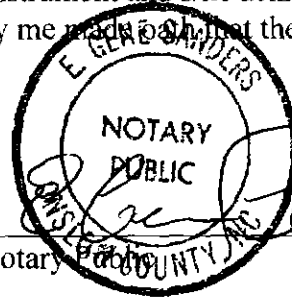


STATE OF NORTH CAROLINA  
COUNTY OF Onslow

On this 26<sup>th</sup> day of February, 2009, personally appeared before me  
**Kendrick L. McRae and Georgette E. McRae** known to me to be the person  
described in and who executed the foregoing instrument and s/he acknowledged  
that s/he executed the same and being sworn by me made oath that the statements  
set forth therein are true and correct.

My Commission Expires: 9-30-11

E. Gene Sanders  
Notary Public

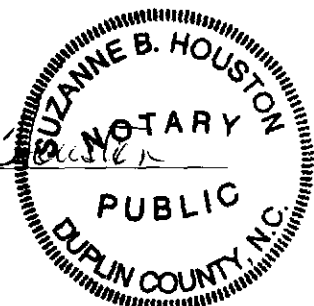


STATE OF NORTH CAROLINA  
COUNTY OF Cnstow


On this 24 day of February, 2009, personally appeared before me  
**Jeremy A. Kaufman and Angela M. Kaufman** known to me to be the person  
described in and who executed the foregoing instrument and s/he acknowledged  
that s/he executed the same and being sworn by me made oath that the statements  
set forth therein are true and correct.

My Commission Expires:  
3-18-2013

Suzanne B. Houston  
Notary Public



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 Recorded: 09/17/2009 at 09:39:04 AM  
 Fee Amt: \$47.00 Page 1 of 12  
 Onslow County, NC  
 Rebecca L. Pollard Reg. of Deeds  
 BK **3295** PG **734-745**

**NORTH CAROLINA:**

**ONSLOW COUNTY:**

**RESTRICTIVE COVENANTS**

**THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS,**

MADE THIS 16th DAY OF SEPTEMBER, 2009, BY B & H

ASSOCIATES, INC., a North Carolina corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called "Declarant".

**WITNESSETH:**

**THAT WHEREAS,** the Declarant is the owner of the real property described in Paragraph 1 of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

**NOW, THEREFORE,** Declarant hereby declares that the real property in and referred to in Paragraph 1 hereof is and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth below:

**1. DESCRIPTION OF REAL PROPERTY:**

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

Being all of those numbered lots, as shown on that plat entitled "BRYANT PLACE-PHASE THREE", as recorded in Map Book 57, Page 4, Slide M-838, of the Onslow County Public Registry.

## 2. GENERAL RESTRICTIONS:

Section 1. Residential Use: No lot, lots, or portions thereof shall be put to any use other than for residential purposes, except that any lot may be dedicated by the Declarant for a street or roadway. No structure shall be erected, altered, placed or permitted to remain on any Lot other than a single, one (1) family dwelling not to exceed three (3) stories in heights, (which may include separate living quarters for one or more members of the owners' family or relative), a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, provided that the same are constructed in line with general architectural design and construction standards used by the dwelling itself. Each dwelling shall contain a minimum of 1200 heated square feet, and if a two-story dwelling, a minimum of 1400 heated square feet. Minimum square footage subject to up to 10% variance with approval of B & H Associates. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales/rental purposes.

Section 2. Prohibited Structure: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporary or permanently. No trailer, mobile home, camper or like vehicle shall be allowed on the property at any time, or any other structure which is finished or partially finished at a manufacturing unit or plat and transported for quick assembly or which is designed to be disassembled and relocated shall be allowed. It is specifically the intention and purposes of this covenant to prohibit the location of mobile homes, trailer, modular homes, relocatable houses, or similar type structures on the property. This covenant shall not be construed as prohibiting the uses of such a structure as a sales/rental model, office or construction site facility.

Section 3. Building Location: No building, residence, garage or other permitted accessory building shall be located on any lot nearer to the front line, any side street line, interior or rear lot line, than as shown on the recorded plat. For the purpose of this covenant, eaves, steps, open porches, and carports shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten (10%) percent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

Section 4. Nuisances: No noxious, offensive, or illegal activity shall be carried on or conducted upon any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood. All Lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted to remain on a Lot. No automobile, other vehicle(s), motorcycle(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage. Declarant, its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so. The Declarant may contract for, and assess to owner, any maintenance necessary to enforce his covenant.

Section 5. Animals: No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept but not for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. Note: Any lot containing two or more acres may have up to two horses. Note: Owners shall be solely and absolutely liable for the acts of any pet or horse kept on their Lot.

Section 6. 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 burned or disposed of on any Lot and shall be kept in sanitary containers approved by the Architectural Control Committee. All equipment for the storage prior to disposal of such material shall be kept in a clean and sanitary condition. The placement of containers shall be approved by the Architectural Control Committee and, in any event, shall be kept in an enclosed area not subject to view from any person, from any direction. The Declarant reserves the right for itself, its successors and assigns, to contract for garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same.

Section 7. Exterior Lights: All light bulbs or other lights installed in any fixture located on the exterior of any dwelling, building or other structure located on any Lot shall be clear or white lights or bulbs. No mercury vapor or similar wide area lighting similar to street lights shall be allowed without prior Architectural Control Committee approval.

Section 8. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 9. Mailboxes: All mailboxes shall retain the same style, design, color and location of the mailbox as originally provided at construction of any residence. The Architectural Control Committee reserves the right to approve the style, design, color and location prior to any original installation or replacement. Application shall be made to the Architectural Control Committee prior to installation or replacement. By accepting a deed to any subject property, owner gives the Architectural Control Committee the right to remove any non-approved mailbox in a reasonable manner; all costs for same shall be paid by owner, and all damages against the Architectural control Committee are waived.

Section 10. Signs: No sign, billboard, or other advertising of any kind, including without limitation professionally prepared "for sale" and "for rent" signs, shall be placed or erected on any Lot, right of way or Common Area save and except a professionally prepared "for sale" or "for rent" sign not to exceed six (6) square feet in size. Although approval by the Architectural Control Committee is not required prior to the display of such signs, the Architectural Control Committee may itself remove, have removed, or require the removal of any such sign which in its opinion would not otherwise be allowed under paragraph 6 of this Declaration. A valid easement shall exist on any Lot for such removal by the Architectural Control Committee or its agents. Provided, however, nothing shall prohibit or limit in any manner "construction" signs designating the job site and builder which may be placed upon the Lot during the period of the construction of a residential dwelling on the Lot but must be immediately removed upon final completion of such construction. Notwithstanding the above,

any additions to the Project Property in the Development area may be further limited in regard to signs, billboards or advertising as set out in any Supplemental Declaration. Nothing herein shall prohibit any sign erected by the Declarant or its assigns.

Section 11. Antennas: Satellite dishes must not exceed 24 inches in diameter and must be attached to the house. No other exterior antennas of any kind used for receiving and/or sending of TV, radio, or other signals will be permitted.

Section 12. Driveways/Parking: All driveways constructed on any Lot shall be paved with either asphalt or concrete. An owner shall provide a minimum of one (1) paved off-street parking space(s), excluding garage space(s) and shall provide at least one per automobile or other vehicle owned and regularly used at the Lot. On street parking is prohibited except for temporary, short gatherings.

Section 13. Subdivision: No lot shall be subdivided if the result of each subdivision is separate ownership of less than a whole lot; provided, however, that the Declarant, its successors or assigns, reserves the right to make minor boundary line adjustments between lots so long as said adjustment does not exceed ten (10%) percent of the total area of a given lot; and further provided that one lot may be combined with another lot or lots or a portion thereof to create a larger lot, in which case the Restrictive Covenants shall be construed to apply to the larger lot so created.

Section 14. Vehicles, Boats, Storage, Travel Trailers, etc.: No vehicle without current inspection sticker, vehicle over 5000 pounds empty weight, camper trailer, motor homes or bus shall be parked overnight on any lot except in an enclosed garage; provided, however, guests of an owner may so park such vehicle for a period not to exceed seven (7) days each calendar year. A pleasure boat on its trailer may be parked and raw firewood, bicycles, motorcycles, or other items may be stored on that part of any lot away from the street lying beyond the front line of the house so that it is not viewable from any street. No automobile, other vehicle(s), motorcycle(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage.

Section 15. Window Appearance: All draperies or other window dressings viewable from the exterior of a dwelling unit shall be white or off white or in lieu thereof shall have a white lining.

Section 16. Trees: Except as to development or construction by Declarant, or as may be approved by the Architectural Control Committee, no tree four (4) inches in diameter at any location on said tree or ten (10) feet in height shall be cut, removed or intentionally damaged on any Lot unless first approved by Architectural Control Committee.

Section 17: Swimming Pools: Outdoor swimming pools, hot tubs, Jacuzzi, and other similar facilities may be located on a lot only after the Architectural Control Committee approval, and shall be screened and fenced. All such improvements shall be subject to approval and compliance with all governmental laws and regulations.

Section 18: Clotheslines: Clotheslines shall be not more than six (6) feet in height from the ground and shall not be viewable from the street, or shall be surrounded by a privacy fence approved by the Architectural Control Committee.

Section 19: Fence Minimum Requirements: No fences over six (6) feet in height shall be constructed on any lot. No fence shall be erected between the rear of any building and the street right of way. Any portion of any fence which can be viewed from the street right of way shall be of an ornamental nature. The term fences shall include but not be limited to, a wall, fence, landscaping, berm, or hedge which acts as a fence or privacy or security-inducing structure. Architectural review requirements must be met prior to construction of any fence.

Section 20. Street Lighting Agreement: The developer reserves the right to subject the real property in this subdivision to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

### **3. ARCHITECTURAL CONTROL COMMITTEE:**

Section 1. Except for original and initial construction and subsequent modification of improvements by the Declarant on any Lot which construction is and shall be exempt from the provisions of this provision, no building, wall, fence, landscaping, berm, or hedge which acts as a fence or privacy-inducing structure, pier, dock, ornamentation, or other structure or improvements of any nature shall be erected, placed or altered on any Lot until the construction

plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Committee have been approved in writing by the Architectural Control Committee. Each building, wall, fence or other structure or improvements of any nature, together with any ornamentation or landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specification and plot plan so approved. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Committee deems sufficient. Any change in the appearance of any building, wall, fence or other structure or improvements and any change in the appearance of the landscaping (except the planting of flowers and shrubs indigenous to the area), shall be deemed an alteration requiring approval. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

Section 2. (a) Within 30 days after receipt of all required information, the Architectural Control Committee shall submit in writing to the owner of the lot a response stating whether or not the requested improvements are approved. Unless a response is given by the Architectural Control Committee within 30 days, the plans shall be deemed approved. The response of the Architectural Control Committee may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate and the 30-day time period for response shall only commence upon the receipt of the requested additional information. Conditional approvals may be granted and if approval with conditions is granted and thereafter construction begins, the construction shall be deemed approved by the owner of the lot of the conditions imposed.

(b) Refusal of approval of plans, specifications and plot plans or any of them may be based upon any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall deem sufficient. The Architectural Control Committee shall make the following affirmative findings before any plans are approved:

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

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

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

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

Section 3. The paint, coating, stain and other exterior finishing colors on all buildings may be maintained as that originally installed, without prior approval of the Architectural Control Committee, but prior approval by the Architectural Control Committee shall be necessary before any such exterior finishing color is changed.

Section 4. Until such time as the sale of the last numbered lot in the subject property is evidenced by the recordation of a deed therefore, all rights, privileges, powers and authority granted herein to the initial Architectural Control Committee, to whom the specific power to act hereunder is expressly conveyed, shall be exercised by Declarant, its successors or assigns. In the event of the dissolution of Declarant or the failure of Declarant to specifically assign the rights, privileges, powers and authority hereunder prior to the sale of the last numbered lot in the subdivision known as the subject property, then any owner may provide notice to each owner by registered mail of a meeting to be held not less than thirty (30) days thereafter, where the owners may elect, by a majority vote of those present and a quorum have been obtained, an Architectural Control Committee. The said committee shall be composed of three (3) owners and who shall serve until the next meeting. At any time after the initial meeting, the individual owners of record of three (3) lots may call a meeting to be held after thirty (30) days notice by registered mail to all of the other said lot owners of record and may elect a new Architectural Control Committee, fill any vacancies of the Architectural Control Committee, or remove the members of the existing Architectural Control Committee. A quorum for any meeting of the individual lot owners shall be the owners of at least ten (10%) percent of the lots of the subdivision known as the subject property.

Section 5. A majority of the Architectural Control Committee may take any action said Committee is empowered to take, may designate a representative to act for the Architectural Control Committee, and may, upon the approval of the Board of Directors, employ personnel and consultants to act for it. In the event of death, disability, or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor. The members of the Architectural Control Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee may establish a fee to cover the expense of reviewing plans and related data at the time plans are submitted for review in order to compensate any consulting architects, landscape architects, urban designers or attorneys.

Section 6. Any requirement for registered mail service shall be complied with by mailing said notice to the address shown on the county tax records for the respective lot owners.

#### **4. EASEMENTS**

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

The grantor reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over and along ten (10) feet off the side, rear, and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage or other utilities including water and sewer services.

For a period of two (2) years from the date of conveyance of the first lot in the subject property, the Declarant reserves a blanket easement and right of way on, over and under the ground to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. Such right expressly includes the right to cut any

trees, bushes, or shrubbery, make any grading of soil, or to take any other similar action reasonably necessary. Following such action the Declarant shall restore the affected property to its original condition as near as practical. The Declarant shall give reasonable notice of its intent to take such action to all affected Owners, unless the opinion of the Declarant an emergency exists which precludes such notice. At the expiration of such two (2) year period, said easement to correct drainage shall automatically expire.

#### **5. GENERAL PROVISIONS:**

Section 1. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years.

Section 2. Enforcement: In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the Declarant, its successors and assigns and the owners of the number lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. Costs and reasonable attorney fees shall be recoverable by the Association as part of any judgment or order to enforce these Restrictive Covenants. The failure to enforce any right, reservation, restriction or condition contained herein, however, long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Section 3. Remedies Extended to the State of North Carolina: To ensure that this subdivision is maintained consistent with the laws of North Carolina, the State of North Carolina is specifically empowered to take such acts necessary by and through its offices to enforce any of these covenants against an Owner. The State of North Carolina is specifically made a beneficiary of these covenants.

Section 4. Stormwater Runoff: The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 071103, as issued by the Division of Water Quality under NCAC 2H.1000:

- a. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.
- b. These covenants are to run with the land and be binding on all persons and parties claiming under them.
- c. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.
- d. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.
- e. The maximum built-upon area per lot is 3389 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built-upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.
- f. Filling in or piping of any vegetative conveyance (ditches, swales, etc.) associated with the development except for average driveway crossings is strictly prohibited by any persons.
- g. Each lot will maintain a 30 foot wide vegetated buffer between all impervious areas and surface waters.
- h. All roof drains shall terminate at least 30 feet from the mean high water mark.

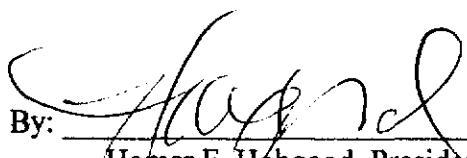
Section 5. Modification of Restrictive Covenants: Except as to specific rights retained by Declarant, these restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof during the first twenty (20) year period by written document executed by the Declarant or their successors in title and by the owner of not less than ninety (90) percent or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone. After the expiration of the initial twenty (20) year period, these restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or

part thereof by written document executed by not less than seventy-five (75%) percent of the Lot Owners, and recorded in the office of the Register of Deeds of the County in which this Declaration is recorded.

Section 6. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

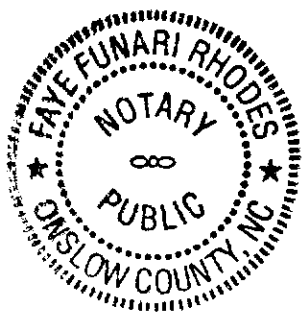
**IN WITNESS WHEREOF:** the parties hereto have hereunto set their hands and seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officer by authority of its Board of Directors, this the day and year first above written.

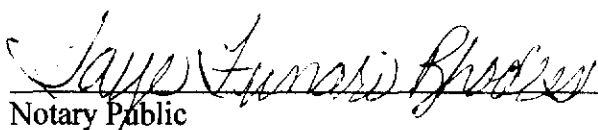
B & H ASSOCIATES, INC.

By:   
Homer F. Hobgood, President

**NORTH CAROLINA, ONSLOW COUNTY:**

I, a Notary Public for the County and State aforesaid, do hereby certify that HOMER F. HOBGOOD personally came before me this day and acknowledged that he is the President of B & H ASSOCIATES, INC., a North Carolina corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and notarial stamp or seal, this the 16th day of September, 2009.



  
Notary Public  
My Commission Expires: May 25, 2014



Doc ID: 008412100009 Type: CRP  
Recorded: 09/09/2010 at 04:15:54 PM  
Fee Amt: \$38.00 Page 1 of 9  
Onslow County, NC  
Rebecca L. Pollard Reg. of Deeds  
BK 3469 PG 541-549

**NORTH CAROLINA:**

**ONSLOW COUNTY:**

**RESTRICTIVE COVENANTS  
BRYANT PLACE - PHASE FOUR**

**THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS,**

made this 9th day of September, 2010, by B & H ASSOCIATES, INC., a North Carolina corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called "Declarant".

**WITNESSETH:**

**THAT WHEREAS,** the Declarant is the owner of the real property described in Paragraph 1 of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

**NOW, THEREFORE,** Declarant hereby declares that the real property in and referred to in Paragraph 1 hereof is and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth below:

**1. DESCRIPTION OF REAL PROPERTY:**

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

Being all of those numbered lots, as shown on that plat entitled "BRYANT PLACE - PHASE FOUR", as recorded in Map Book 60, Page 173, Slide M-1727, of the Onslow County Public Registry.

## 2. GENERAL RESTRICTIONS:

Section 1. Residential Use: No lot, lots, or portions thereof shall be put to any use other than for residential purposes, except that any lot may be dedicated by the Declarant for a street or roadway. No structure shall be erected, altered, placed or permitted to remain on any Lot other than a single, one (1) family dwelling not to exceed three (3) stories in height, (which may include separate living quarters for one or more members of the owners' family or relative), a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, provided that the same are constructed in line with general architectural design and construction standards used by the dwelling itself. Each dwelling shall contain a minimum of 1200 heated square feet, and if a two-story dwelling, a minimum of 1400 heated square feet. Minimum square footage is subject to up to a ten percent (10%) variance with approval of Declarant. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales/rental purposes.

Section 2. Prohibited Structure: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporary or permanently. No trailer, mobile home, camper or like vehicle shall be allowed on the property at any time, or any other structure which is finished or partially finished at a manufacturing unit or plant and transported for quick assembly or which is designed to be disassembled and relocated shall be allowed. It is specifically the intention and purposes of this covenant to prohibit the location of mobile homes, trailers, modular homes, relocatable houses, or similar type structures on the property. This covenant shall not be construed as prohibiting the uses of such a structure as a sales/rental model, office or construction site facility.

Section 3. Building Location: No building, residence, garage or other permitted accessory building shall be located on any lot nearer to the front line, any side street line, interior or rear lot line, than as shown on the recorded plat. For the purpose of this covenant, eaves, steps, open porches, and carports shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten (10%) percent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

Section 4. Nuisances: No noxious, offensive, or illegal activity shall be carried on or conducted upon any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood. All Lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted to remain on a Lot. No automobile, other vehicle(s), motorcycle(s), or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage. Declarant, its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so. The Declarant may contract for, and assess to owner, any maintenance necessary to enforce this covenant.

Section 5. Animals: No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot, or in any dwelling except that household pets may be kept but not for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. Note: Any lot containing one or more acres may have up to one horse per acre. Note: Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot.

Section 6. 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 burned or disposed of on any Lot and shall be kept in sanitary containers. All equipment for the storage prior to disposal of such material shall be kept in a clean and sanitary condition. The placement of containers shall be in an enclosed area not subject to view, from any direction. The Declarant reserves the right for itself, its successors and assigns, to contract for garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same.

Section 7. Exterior Lights: All light bulbs or other lights installed in any fixture located on the exterior of any dwelling, building or other structure located on any Lot shall be clear or white lights or bulbs. No mercury vapor or similar wide area lighting similar to street lights shall be allowed.

Section 8. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or

permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 9. Mailboxes: All mailboxes shall retain the same style, design, color and location of the mailbox as originally provided at construction of any residence.

Section 10. Signs: No sign, billboard, or other advertising of any kind, including without limitation professionally prepared "for sale" and "for rent" signs, shall be placed or erected on any Lot, right of way or Common Area save and except a professionally prepared "for sale" or "for rent" sign not to exceed six (6) square feet in size. Provided, however, nothing shall prohibit or limit in any manner "construction" signs designating the job site and builder which may be placed upon the Lot during the period of the construction of a residential dwelling on the Lot but must be immediately removed upon final completion of such construction. Nothing herein shall prohibit any sign erected by the Declarant or its assigns.

Section 11. Antennas: Satellite dishes must not exceed 24 inches in diameter and must be attached to the house. No other exterior antennas of any kind used for receiving and/or sending of TV, radio, or other signals will be permitted.

Section 12. Driveways/Parking: All driveways constructed on any Lot shall be paved with either asphalt or concrete. An owner shall provide a minimum of one (1) paved off-street parking space, excluding garage space(s) and shall provide a least one per automobile or other vehicle owned and regularly used at the Lot. On street parking is prohibited except for temporary, short gatherings.

Section 13. Subdivision: No lot shall be subdivided if the result of each subdivision is separate ownership of less than a whole lot; provided, however, that the Declarant, its successors or assigns, reserves the right to make minor boundary line adjustments between lots so long as said adjustment does not exceed ten (10%) percent of the total area of a given lot; and further provided that one lot may be combined with another lot or lots or a portion thereof to create a

larger lot, in which case the Restrictive Covenants shall be construed to apply to the larger lot so created.

Section 14. Vehicles, Boats, Storage, Travel Trailers, etc.: No vehicle without current inspection sticker, vehicle over 5000 pounds empty weight, camper trailer, motor homes or bus shall be parked overnight on any lot except in an enclosed garage; provided, however, guests of an owner may so park such vehicle for a period not to exceed seven (7) days each calendar year. A pleasure boat on its trailer may be parked and raw firewood, bicycles, motorcycles, or other items may be stored on that part of any lot away from the street lying beyond the front line of the house so that it is not viewable from any street. No automobile, other vehicle(s), motorcycle(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage.

Section 15. Window Appearance: All draperies or other window dressings viewable from the exterior of a dwelling unit shall be white or off-white or in lieu thereof shall have a white lining.

Section 16. Trees: Except as to development or construction by Declarant, no tree four (4) inches in diameter at any location on said tree or ten (10') feet in height shall be cut, removed or intentionally damaged on any Lot.

Section 17. Swimming pools: Outdoor swimming pools, hot tubs, jacuzzis, and other similar facilities may be located on a lot and shall be screened and fenced. All such improvements shall be subject to approval and compliance with all governmental laws and regulations.

Section 18. Clotheslines: Clotheslines shall be not more than six (6) feet in height from the ground and shall not be viewable from the street, or shall be surrounded by a privacy fence.

Section 19. Fence Minimum Requirements: No fences over six (6) feet in height shall be constructed on any lot. No fence shall be erected between the rear of any building and the street right of way. Any portion of any fence which can be viewed from the street right of way shall be of an ornamental nature. The term fences shall include but not be limited to, a wall, fence, landscaping, berm, or hedge which acts as a fence or privacy or security inducing structure.

Section 20. Street Lighting Agreement: The developer reserves the right to subject the real property in this subdivision to a contract with an electric utility company for the installation

of underground electric cables and/or the installation of street lighting, either or both which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

### **3. OFF SITE SEPTIC SYSTEM EASEMENTS**

Any conveyance of those lots designated as Lots 56, 65, 67, 70, 71, and 72, shall include a permanent easement over the corresponding "A" lots (e.g. 56A) for the installation and maintenance of a septic system to service the numbered lots and shall provide an easement from the numbered lots to the "A" lots. Lot owners shall be responsible for the maintenance, including mowing and removal of vegetation harmful to septic systems, on the easement areas.

### **4. EASEMENTS**

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

The grantor reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over and along ten (10) feet off the side, rear, and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage or other utilities including water and sewer services.

For a period of two (2) years from the date of conveyance of the first lot in the subject property, the Declarant reserves a blanket easement and right of way on, over and under the ground to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of soil, or to take any other similar action reasonably necessary. Following such action the Declarant shall restore the affected property to its original condition as near as practical. The Declarant shall give reasonable notice of its intent

to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice. At the expiration of such two (2) year period, said easement to correct drainage shall automatically expire.

#### **5. GENERAL PROVISIONS:**

Section 1. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years.

Section 2. Enforcement: In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the Declarant, its successors and assigns and the owners of the number lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. Costs and reasonable attorney fees shall be recoverable as part of any judgment or order to enforce these Restrictive Covenants. The failure to enforce any right, reservation, restriction or condition contained herein, however, long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Section 3. Remedies Extended to the State of North Carolina: To ensure that this subdivision is maintained consistent with the laws of the State of North Carolina, the State of North Carolina is specifically empowered to take such acts necessary by and through its offices to enforce any of these covenants against an Owner. The State of North Carolina is specifically made a beneficiary of these covenants.

Section 4. Stormwater Runoff: The following covenants are intended to insure ongoing compliance with State Stormwater Management Permit Number SW8 090920 as issued by the Division of Water Quality under NCAC 2H.1000:

- a. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.

- b. These covenants are to run with the land and be binding on all persons and parties claiming under them.
- c. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.
- d. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.
- e. The maximum allowable built-upon area per lot shall be as follows: Lots 56-74 and Lots 77-100 are each limited to a maximum of 5,218 square feet of built-upon area. Lots 75 and 76 are each limited to a maximum of 7,618 square feet of built-upon area. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right of way between the front lot line and the edge of the pavement. Built-upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.
- f. Filling in or piping of any vegetative conveyance (ditches, swales, etc.) associated with the development except for average driveway crossings is strictly prohibited by any persons.
- g. Each lot will maintain a 50 foot wide vegetated buffer between all impervious areas and surface waters which include impounded structures, rivers and streams, and tidal waters.
- h. All roof drains shall terminate at least 50 feet from surface waters, including the normal pool of impounded structures, the bank of each side of rivers and streams, and the mean high water line of tidal waters.

Section 5. Modification of Restrictive Covenants: Except as to specific rights retained by Declarant, these restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof during the first twenty (20) year period by written document executed by the Declarant or their successors in title and by the owners of not less than ninety (90%) percent of the subdivided lots. After the expiration of the initial twenty (20) year period, these restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any

subdivided lot or part thereof by written document executed by not less than seventy-five (75%) percent of the Lot Owners, and recorded in the office of the Register of Deeds of the County in which this Declaration is recorded.

Section 6. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**IN WITNESS WHEREOF:** the parties hereto have hereunto set their hands and seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officer by authority of its Board of Directors, this the day and year first above written.

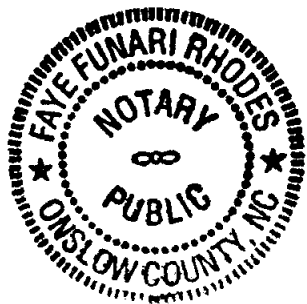
B & H ASSOCIATES, INC.

By: *[Signature]*  
Homer Hobgood, President

**NORTH CAROLINA:**

**ONSLOW COUNTY:**

I, a Notary Public for the County and State aforesaid, do hereby certify that HOMER HOBGOOD personally came before me this day and acknowledged that he is the President of B & H ASSOCIATES, INC., a North Carolina corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and notarial stamp or seal, this the 9th day of September, 2010.



*[Signature]*  
Notary Public  
My Commission Expires: May 25, 2014



Doc ID: 009133880012 Type: CRP  
Recorded: 08/16/2011 at 12:05:19 PM  
Fee Amt: \$47.00 Page 1 of 12  
Onslow County, NC  
Rebecca L. Pollard Reg. of Deeds

BK **3638** PG **650-661**

Prepared by and return to:  
Gaylor Edwards & Vatcher, P.A.

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

**AMENDMENT TO RESTRICTIVE COVENANTS FOR  
BRYANT PLACE - PHASE FOUR**

**THIS AMENDMENT TO RESTRICTIVE COVENANTS FOR BRYANT PLACE - PHASE FOUR**, is made this 5<sup>th</sup> day of August, 2011, by **B & H ASSOCIATES, INC.**, a North Carolina corporation, hereinafter called the "Declarant", said Declarant being the owner of more than one hundred percent (100.0%) of the lots in the subdivision known as "BRYANT PLACE - PHASE FOUR", situated in Richlands Township, Onslow County, North Carolina and more particularly described on a map prepared by Johnny J. Williams Land Surveying, P.C. and recorded in Map Book 60, Pages 173 - 173C (consisting of four sheets), in the Office of the Register of Deeds of Onslow County, North Carolina, hereinafter referred to as the "Subdivision". Said map being incorporated by reference as if fully set forth and referred to for the purpose of furnishing a more complete and accurate description of the property which is subject to this amendment.

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

**WHEREAS**, Declarant did execute a document entitled, "Restrictive Covenants Bryant Place - Phase Four", dated September 9, 2011, recorded in the Office of the Register of Deeds of Onslow County, North Carolina in Book 3469, Page 541, hereinafter referred to as the "Declaration", subjecting the real property described therein to certain covenants, conditions, restrictions and easements; and

**WHEREAS**, Article 5, Section 5 of Declaration entitled, Modification of Restrictive Covenants, provides that "... these restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof during the first twenty (20) years by written document executed by the Declarant or their successors in title and by the owners of not less than ninety (90%) percent of the subdivided lots."; and

**WHEREAS**, the Declarant is the record owner of one hundred percent (100%) of the Lots as shown on the recorded map of the Subdivision ; and

**WHEREAS**, some of the Lots situated in the Subdivision will be conveyed together with off-site sanitary sewer disposal system lots, designated with the parent lot numbers and suffix "A", as shown and described on the map recorded in Map Book 60, Pages 173 - 173C, Onslow County Registry; and

WPDOCS/DOC/RESTCOV./AMEND.BRYANT PLACE.SANITARY SEWER

**WHEREAS**, in accordance with the provisions of the Declaration, the Declarant desires to alter and amend said Declaration by including additional covenants, conditions and restrictions to insure the continuous compliance with the State of North Carolina's and Onslow County Health Department's operation and maintenance rules and regulations of such off-site sanitary sewer disposal systems; and

**NOW, THEREFORE**, the Declarant hereby declares that the Declaration, dated September 9, 2011 and recorded in the Office of the Register of Deeds of Onslow County, North Carolina in Book 3469, Page 541, be and are hereby amended as follows:

1. **A new Article 1A is hereby inserted in the Declaration following Article 1, as follows:**

1A. **DEFINITIONS**, the following terms shall have the meaning as set forth herein, unless otherwise provided:

Section 1. **Association** shall mean and refer to "Bryant Place - Phase Four HOA, Inc.", its successors or assigns.

Section 2. **Board** shall mean and refer to the Board of Directors of the Association.

Section 3. **Common Expenses** shall mean and refer to :

a. the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Articles of Incorporation of the Association and its By-Laws;

b. all amounts expended by the Association in holding and being responsible for the obligations of the Stormwater Management Permit SW8 090920 and overseeing, supervising, administering, managing, repairing, replacing and insuring all Stormwater Management Facilities located within the Subdivision as required by this Declaration and all amounts expended in enforcing the provisions of the Permit;

c. **Limited Common Expenses** shall mean and refer to all amounts expended by the Association for the maintenance, repair, restoration and replacement of the force main/supply lines for wastewater treatment systems situated within the septic system easements dedicated for such purpose for Lots 56, 65, 67, 70, 71 and 72, as shown on the map recorded in Map Book 60, Pages 173 -173C, Onslow County Registry, hereinafter collectively referred to as the "Off-Site Building Lots".

d. **Limited Common Assessments** shall mean and refer to all charges, fees, costs and expenses to be collected from the owners of the Off-Site Building Lots for Limited Common Expenses.

Section 4. **Additional Covenants** shall mean the covenants, conditions, restrictions and easements and all other provisions set forth in this entire document, as may from time to time be modified or amended.

2. **Article 3, entitled "Off Site Septic System Easements"**, is amended by inserting the following new terms, and provisions:

Perpetual, non-exclusive easements for access, installation, maintenance, and repair of sanitary sewer force mains/supply lines and related facilities are reserved over, under and upon all the Lots and other property as shown on the recorded plat of the Subdivision as "Septic System Easement" for the

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benefit of owners of Off-Site Building Lots whose property's sanitary sewer system and/or repair area is situated on off-site sanitary sewer lots designated with the suffix "A". Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation, maintenance or repair of the sanitary sewer pipes and fixtures therein. The Declarant, or Association, as provided in the Septic System Agreement and Exclusive Easements for Bryant Place - Phase Four Subdivision recorded, or to be recorded in the Onslow County Registry, shall repair any damage to any sanitary sewer facilities situated in, or under the easements and restore, as much as reasonably possible, the area in which repairs are made to the condition it existed prior to such damage and repair. Said easements shall be appurtenant to and run with title to said Off-Site Building Lots regardless of whether or not the granting of said easements are included in the deeds of conveyance of said Off-Site Building Lots.

3. **New Article 6, is hereby inserted in the Declaration following Article 5, as follows:**

6. **OWNER'S MAINTENANCE OBLIGATIONS AND RIGHT OF DECLARANT AND ASSOCIATION TO PERFORM CERTAIN MAINTENANCE:**

A. On each Lot, the rights-of-way and easement areas reserved by Declarant or dedicated to public utilities 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 the flow of water through drainage channels in the easements, or which damage or interfere with established slope ratios or which create erosion problems. It is provided, however, that where the existing location of an easement or drainage channel reserved in this Declaration or shown on any recorded map of the Subdivision 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 for which a public authority or utility is responsible.

B. In the event the owner of any Off-Site Building Lot shall fail to maintain the Off-Site Building Lot, the off-site septic system Lot and/or the improvements situated thereon, in a manner in keeping with this Declaration, as hereby amended, or any federal, state or local law, ordinance, rule or regulation, in addition to any other rights set forth herein or provided by law, the Declarant and the Association shall have the right, and the obligation, through their agents and employees, to enter upon said Off-Site Building Lot, off-site septic system Lot and/or any septic system easement, and clear, clean, repair, maintain and restore the Off-Site Building Lot, and off-site septic system Lot, together with the exterior of any building and any other improvements erected or situated thereon, and the force main/supply lines constituting any portion of the wastewater treatment system for

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such Off-Site Building Lot. There is included in the authority herein granted the power to clear Off-Site Building Lots, off-site septic system Lots, and septic system system easements, of undergrowth, rubbish, debris, weeds or grass. In the event the owner of any Lot shall damage or through negligent failure to act allow damage to occur to any Stormwater Management Facilities (herein "SMF") located on said owner's Lot or fail to comply with all applicable North Carolina Sedimentation and Erosion Control Permits (herein "SECP"), in addition to any other rights set forth herein or provided by law, the Declarant, and the Association shall have the right, but not the obligation, through their agents and employees, to enter upon said Lot and clear, clean, repair, maintain and restore the Stormwater Management Facilities and to bring the Lot into compliance with the applicable North Carolina Sedimentation and Erosion Control Permits. There is included in the authority herein granted the power to clear Lots of undergrowth, rubbish, debris, weeds or grass.

The costs of the maintenance or repair authorized by this Article shall be considered the legal obligation of the Off-Site Building Lot owner for septic system easements maintenance, repair or replacement and each owner of any Lot for compliance with the SECP or maintenance and repair of the SMF. The Declarant, or the Association, as applicable, may maintain an action in court having jurisdiction for such costs, together with all collection costs, including reasonable attorney's fees, and expenses incurred in pursuing such action. The costs shall not constitute a lien on said Lot or Off-Site Building Lot, unless and until the final judgment of such court to the contrary shall be entered in the office of the Clerk of Court of Onslow County. Any such lien obtained shall be subordinate to any first deed of trust.

In the event of any conflict between the terms and provisions of the Declaration or this Second Amendment, and the Septic System Agreement and Exclusive Easements for Bryant Place - Phase Four Subdivision (the "Tri Party Agreement") recorded or to be recorded in the Onslow County Registry, the terms and provisions of the Tri Party Agreement shall control.

**4. A new Article 7 is hereby inserted in the Declaration following Article 1, as follows:**

7. A. BRYANT PLACE - PHASE FOUR HOA, INC. (the "Association") has been or will be formed at the direction of the Declarant pursuant to the rules and requirements of the Nonprofit Association Act (Chapter 55A) of the General Statutes of North Carolina as an association of the owners of the Lots. Its purposes are to: (1) oversee, inspect, maintain, repair and replace the Stormwater Management Facilities constructed pursuant to the Permit; (2) enforce the provisions of the Permit; (3) enforce each Lot owner's obligations with respect to the Stormwater Management Facilities pursuant to this Declaration; (4) enforce each Lot owner's obligations with respect to all applicable North Carolina Sedimentation and Erosion Control Permits; said authority to be exercised, if and only if, and when and only when, Declarant transfers the Permit to the Association; (5) inspect,

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maintain, repair and replace any improvements constructed or located upon or under the septic system easements; (6) inspect, maintain, repair and replace signs and landscaping located within any Sign Easement; (7) inspect, maintain, repair and replace fences located within any Fence Easement. The Association shall have no authority with respect to the Lots located in the Subdivision until such time as Declarant transfers such rights to the Association.

B. The Declarant shall have the right, but not the obligation, to annex into the Subdivision additional property now, or in the future, owned by Declarant. From and after the date of such annexation, the annexed Lots shall be subject to the jurisdiction of the Association and the owners of the annexed Lots shall be members of the Association.

C. Each owner of each Lot within the Subdivision shall be a member of the Association. The Declarant, by this Declaration, and the owners of each individual Lot, by their acceptance of a deed thereto, covenant and agree with respect to the Association:

- (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 Association; and
- (2) that any unpaid assessment, whether general or special, levied by the Association in accordance with this Declaration, the Articles of Incorporation (herein called the "Articles") or the Bylaws of the Association (herein called the "Bylaws") shall be a lien upon the Lot upon which such assessment was levied and also shall be the personal obligation of the person who was the owner of the Lot at the time the assessment fell due.

D. Each membership in the Association shall relate to and have a unity of interest with an individual Lot which may not be separated from the ownership of said Lot. The books and all supporting documentation, the Declaration, the Articles, the Bylaws, and all amendments thereto shall be available for examination by all Lot owners, and their lenders or their lenders' agents during normal business hours at the principal office of the Association.

E. The Association shall have one (1) class of members. The members shall be all the owners of a Lot, and they 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; however, 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.

F. The Declarant shall, at its sole cost and expense, initially construct all Stormwater Management Facilities required to be located upon the Lots and Property or upon any property annexed into the Subdivision by the Declarant to the standards required by the applicable

Permit. Upon completion of the construction of said Stormwater Management Facilities located in the Subdivision, the Declarant shall transfer the applicable Permit to the Association and the Association shall accept the transfer of the applicable Permit from the Declarant upon the earlier to occur of (i) the date the North Carolina Department of Environment and Natural Resources allows such transfer to occur; or, (ii) the date upon which at least fifty percent (50%) of the Lots in the Subdivision are conveyed to owners, other than Declarant. Prior to any such transfer, the Stormwater Management Facilities for the Subdivision, including any property annexed by Declarant into the Subdivision, shall be certified, either by state inspection or by a licensed engineer, as being in compliance with the applicable Permit prior to such assignment or transfer. The Association shall indemnify and hold Declarant harmless from any loss, cost, claim, fee, fine, suit, damage or expense, including reasonable attorneys' fees, incurred by Declarant in the defense of any action against Declarant as the holder of the Permit occurring after Declarant tenders transfer of the Permit to the Association following the approval of such transfer by the North Carolina Department of Environment and Natural Resources and the certification of compliance as set forth above. Further, Declarant may bring an action for specific performance of the obligations of the Association pursuant to this paragraph. From and after the transfer of the Permit from the Declarant following the approval of the North Carolina Department of Environment and Natural Resources, the oversight, supervision, management and administration of the Permit shall be the sole responsibility of the Association. The Association's duties with regard to the Permit shall be carried out in accordance with the terms and conditions of this Declaration, the Articles, the Bylaws and the Permit. The Association hereby is granted and conveyed an easement over, under and upon each Lot and future lots in the Subdivision for the purpose of access to and inspection, maintenance, repair and replacement of all Stormwater Management Facilities located upon each Lot and future subdivided lot. In the event, the Declarant annexes additional property into the Subdivision and transfers the applicable Permit to the Association, the Association shall have, and hereby is granted and conveyed, an easement over, under and upon each annexed Lot for the purpose of access to and inspection, maintenance, repair and replacement of all Stormwater Management Facilities located upon each annexed lot.

G. The expenses of the Association shall include:

(1) All amounts expended by the Association in holding and being responsible for the obligations of the Permit and overseeing, supervising, administering, managing, repairing, replacing and insuring all Stormwater Management Facilities and Sedimentation and Erosion Control facilities located within the Subdivision as required by this Declaration; all amounts expended by the Association in enforcing the provisions of this Declaration, as may be amended; all amounts expended by the Association in the performance of its duties hereunder from and after the time Declarant transfers the Permit; and all amounts expended by the Association in legal, engineering or

architectural fees and all similar fees which may be incurred by the Association from time to time in performing the functions delegated to the Association by this Declaration.

(2) All amounts expended by the Association in carrying out any duty or obligation as may be required or allowed by this Declaration, the Articles or the Bylaws.

(3) All amounts expended by the Association in operating, administering, managing, repairing, replacing, improving, paying all taxes imposed on and insuring the improvements, including landscaping, situated in any Sign Easement.

(4) All amounts expended by the Association for the maintenance, repair and replacement of any fence erected in the Fence Easement as shown on the recorded plat of the Subdivision.

(5) All amounts expended by the Association in repairing, replacing, and improving the force main/supply lines of any wastewater treatment systems and/or sanitary sewer (septic system) easements dedicated for such purpose.

H. Each owner of any Lot by acceptance of a deed for the same (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Association annual general assessments or charges as hereinafter provided. Each owner of Lots 56, 65,67, 70, 71 and 72, by acceptance of a deed for same (whether or not it shall be expressed in such deed) is deemed to covenant and agree, to pay to the Association annual limited common assessments or charges as hereinafter provided. The annual general assessments, and annual limited common assessments, together with interest, costs and reasonable attorneys' fees, shall be a separate charge and lien on the land and, subject to the limitations set forth herein, 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 also 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.

(i) Until January 1, 2012, the annual general assessment shall be Fifty Dollars (\$50.00) per Lot and the annual limited common assessment shall be Fifty Dollars (\$50.00) per Lot.

(ii) From and after January 1, 2012, the annual general assessment and annual limited common assessment may be increased upon the vote of a majority of the Board of Directors of the Association by no more than fifteen percent (15%) of the annual general assessment, or annual limited common assessment, for the preceding year.

(iii) Any increase of the annual general assessment, or any increase in the annual limited common assessment, exceeding fifteen percent (15%) of such assessment for the

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preceding year must be approved by the owners of at least two-thirds (2/3) of the Lots subject to such assessment, who are voting in person or by proxy at a meeting called for this purpose.

(iv) Once the annual general assessment has been set, notice of the annual general assessment shall be given to all Lot owners. Once the annual limited common assessment has been set, notice of the annual limited common assessment shall be given to the owners of Lots 56, 65, 67, 70, 71 and 72. It is provided, however, that no owner is relieved from the obligation to pay the assessment because of failure to give such notice. After the initial notice of the assessment, no bills for such assessment will be forwarded to any owner, but such assessment thereafter shall become due and payable as provided by the Board of Directors.

(v) As provided in the Bylaws, and subject to the restrictions and limitations provided herein, the Board of Directors shall establish an Annual Budget in advance for each fiscal year. Such budget shall project all expenses for the forthcoming fiscal year which may be required for the proper operation, management and maintenance of the Stormwater Management Facilities, the North Carolina Sedimentation and Erosion Control Permits, sign situated in any Sign Easement, any fence situated in any Fence Easement, the operation, management and maintenance of the improvements and facilities situated upon or under the sanitary sewer (septic system) easements, and the Association, including a reasonable allowance for contingencies and reserves. The budget shall take into account any projected or anticipated income. Upon adoption of such Annual Budget by the Board of Directors, copies of the Budget shall be delivered to each owner together with a statement of the applicable assessment(s) for each Lot as provided herein, based upon such budget; however, the non-delivery of a copy of said Budget shall not affect the liability of any owner for such assessment(s). The Annual Budget for the annual general assessment shall be divided by the number of Lots subject to the annual general assessments at the time of the annual meeting of the members and the quotient shall be the annual general assessment per Lot for the succeeding fiscal year. The Annual Budget for the annual limited common assessment shall be divided by the number of Lots subject to the annual limited common assessments at the time of the annual meeting of the members and the quotient shall be the annual limited common assessment per Lot for the succeeding fiscal year.

(vi) All monies collected by the Association shall be treated as the separate property of the Association and such monies may be applied by the Association to the payment of any expense of operating and managing the Association or the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles and the Bylaws. As monies for any assessment are paid into the Association by any owner, the same may be commingled with monies paid to the Association by the other owners. Although all funds and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer said owner's membership interest therein, except as an appurtenance of said owner's Lot. When the owner of a Lot shall cease to be

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a member of the Association by reason of said owner's divestment of ownership of such Lot, by whatever means, the Association shall not be required to account to such owner for any share of the fund or assets of the Association, including any monies which said owner may have paid to the Association, as all monies which any owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Association.

(vii) Written notice of any meeting called for the purpose of taking any action requiring a meeting shall be sent to all members not less than thirty (30) days, or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast thirty percent (30%) of the votes of all members shall constitute 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.

I. Annual general assessments and special assessments shall, except as otherwise provided herein, be fixed at a uniform rate for all Lots. Annual limited common assessment, or any special limited common assessment, for the maintenance, repair, restoration and replacement of the force mains/supply lines within the sanitary sewer (septic system) and access easements shall be fixed at a uniform rate for Lots 56, 65, 67, 70, 71 and 72 in the Subdivision, but shall not be assessed against the other Lots in the Subdivision.

J. The annual general assessments and annual limited common assessments provided for herein shall commence as to each Lot, other than any Lot owned by the Declarant upon which no residential dwelling has been constructed, on the date of recordation of the deed for such Lot in the Office of the Register of Deeds of Onslow County and shall be prorated on a calendar year basis through the date of such recordation. The annual general assessments and annual limited common assessments shall be assessed for each calendar year thereafter and shall be payable annually, or more frequently, with the due date for such payments and payment frequency, being as established by the Board of Directors.

K. The annual general assessment levied by the Association shall be used exclusively to oversee, inspect, maintain and repair the Stormwater Management Facilities, Sign Easement and Fence Easement areas; to pay any expenses for maintenance and repair of improvements situated upon or under the sanitary sewer (septic system) and access easements for which there are insufficient funds available from the limited common assessment funds as required by the Septic System Agreement and Exclusive Easements Agreement for this Subdivision of record in the Onslow County Registry, to enforce the provisions of this Declaration relating to the Stormwater Management

Facilities, the Permit, the applicable North Carolina Sedimentation and Erosion Control Permit; to pay the expenses of the Association from and after the time, if ever, Declarant transfers the Permit to the Association. The Association's functions shall be to oversee, inspect, maintain and repair the Stormwater Management Facilities, Sign Easement and Fence Easement areas, sanitary sewer (septic system) and access easement areas; to enforce the provisions of this Declaration relating to the Stormwater Management Facilities, the Permit, the applicable North Carolina Sedimentation and Erosion Control Permits, and operation and use of facilities and improvements situated in the sanitary sewer (septic system) and access easement areas. The powers of the Association may not be expanded beyond those purposes. Nothing herein relieves the owner of a Lot from said owner's obligation to maintain the areas upon said owner's Lot upon which the Stormwater Management Facilities and sanitary sewer (septic system) and access easements are located as provided herein and not to damage or allow damage to occur to said Stormwater Management Facilities or sanitary sewer (septic system) and access easement areas, and to comply with the provisions of all applicable North Carolina Sedimentation and Erosion Control Permits.

L. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

M. General special assessments, limited common assessments and specific special assessments may be levied against Lots for such reasons as are provided in this Declaration, the Articles or the Bylaws, and on such terms as provided by the directors and the members. Upon a two-thirds (2/3) vote of the Directors and a two-thirds (2/3) vote of the owners of Lots who are voting in person or by proxy at a meeting duly called for this purpose, the Association may levy and impose special assessments. The purposes for which special assessments may be levied are limited to providing funds to pay for the oversight, inspection, maintenance and repair of the sanitary sewer (septic system) and access easements, and improvements thereon, Stormwater Management Facilities, Sign Easement and Fence Easement areas, to enforce the provisions of this Declaration relating to the Stormwater Management Facilities, the Permit and all applicable North Carolina Sedimentation and Erosion Control Permits, maintenance of the sanitary sewer (septic system) and access easements, Sign Easement and Fence Easement areas which exceed the general assessment funds, and limited common assessment funds, then on hand to pay same and to provide a contingency fund for capital improvements and extraordinary expenses. General special assessments and limited common assessments shall be levied at a uniform rate for all Lots to which such assessments may be charged as set forth in this Declaration. Specific special assessments may be assessed against the owner of a Lot after written notice has been

given by the Association to the owner of said Lot at the address of the owner appearing upon the records of the Association by United States mail, postage prepaid, that the Stormwater Management Facilities located on said Lot have been damaged by the act or negligent failure to act of said owner or that said owner has failed to comply with all applicable North Carolina Sedimentation and Erosion Control Permits or failed to maintain or repair the portion of the sanitary sewer (septic system) and access easement area on such owner's Lot and that, as a result, such Stormwater Management Facilities are in need of repair or replacement in order to comply with the Permit or actions must be taken in order to comply with the applicable North Carolina Sedimentation and Erosion Control Permits and the owner of said Lot has not taken the necessary action to bring the Stormwater Management Facilities located on said owner's Lot into compliance with the Permit or to comply with the provisions of all applicable North Carolina Sedimentation and Erosion Control Permits within thirty (30) days after the mailing of said notice. If said owner commences the necessary action to repair or replace the Stormwater Management Facilities located on said owner's Lot and to bring the Stormwater Management Facilities into compliance with the Permit or to bring the Lot into compliance with the applicable North Carolina Sedimentation and Erosion Control Permits, or repair the affected portion of the sanitary sewer (septic system) and access easement area, within the thirty (30) day period set forth above, the imposition of a specific special assessment shall be deferred by the Association for the period during which said owner diligently pursues to completion the repair or replacement of the Stormwater Management Facilities located on said Lot or compliance with the applicable North Carolina Sedimentation and Erosion Control Permits, or repair of the sanitary sewer (septic system) and access easement area. Specific special assessments shall be limited to the amount of funds actually expended, or in the discretion of the Board of Directors, the amount of funds reasonably estimated by the Board of Directors will be expended, by the Association to repair or replace the Stormwater Management Facilities located upon the Lot or to comply with the applicable North Carolina Sedimentation and Erosion Control Permit applicable to the Lot or repair the affected portion of the sanitary sewer (septic system) and access easement area on the applicable Lot, upon which the specific special assessment is assessed. Special assessments, either general or specific, and limited common assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and lien on the land and, subject to the provisions set forth in this Declaration, shall be a continuing lien upon the Lot against which each such assessment is made. The personal obligation of an owner of a Lot for delinquent special assessments, whether general or specific, or limited common assessment, shall not pass to a successor in title to a Lot, unless expressly assumed by the successor, but, subject to the provisions of this Declaration, delinquent special assessments shall continue to be a lien upon such Lot.

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N. Any annual general assessment, general special assessment, annual limited common assessment, or specific 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 which such assessment is levied. The Association 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 Association 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. The lien of any 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 assessment 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. No owner may waive or otherwise escape liability for the assessments provided for herein.

O. In the event the Articles of Incorporation and/or Bylaws of the Association are amended to expand the rights and duties of the Association, those amendments shall have no effect on the Lots or the Subdivision unless, by recorded amendment to this Declaration, joined in by Declarant.

Except as herein modified and amended the Declaration recorded in the Onslow County Registry, referred to herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed by its President, with authority duly given by its Board of Directors, the day and year first above written.

B & H ASSOCIATES, INC., a North Carolina corporation

By [Signature]  
Homer Hobgood  
Its President

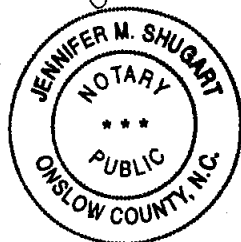
STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

The undersigned, a Notary Public in and for said County and State, do hereby certify that Homer Hobgood, personally came before me this day and acknowledged that he is the President of B & H ASSOCIATES, INC., a North Carolina corporation, and that by authority duly given by its board of directors and as the act of said corporation, the foregoing instrument was signed in its name by him as its President as the act and deed of the corporation.

Witness my hand and official stamp or seal, this 5<sup>th</sup> day of August, 2011.

[Signature]  
Notary Public

My Commission Expires: 10/24/2011





Doc ID: 009133890009 Type: CRP  
Recorded: 08/16/2011 at 12:06:28 PM  
Fee Amt: \$38.00 Page 1 of 9  
Revenue Tax: \$0.00  
Onslow County, NC  
Rebecca L. Pollard Reg. of Deeds  
BK 3638 PG 662-670

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

**SEPTIC SYSTEM AGREEMENT AND  
EXCLUSIVE EASEMENTS  
FOR BRYANT PLACE - PHASE FOUR**

**THIS SEPTIC SYSTEM AGREEMENT AND DESIGNATION OF EXCLUSIVE EASEMENTS,** made and entered into this the 5<sup>th</sup> day of August, 2011, by and among the **ONSLow COUNTY HEALTH DEPARTMENT**, hereinafter referred to as the "Department", **BRYANT PLACE - PHASE FOUR HOA, INC.**, a North Carolina non-profit corporation, hereinafter referred to as the "Association," and **B & H ASSOCIATES, INC.**, a North Carolina corporation, hereinafter referred to as the "Owner".

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

A. The Owner is the owner of certain land, situated in Richlands Township, Onslow County, North Carolina, and being more particularly described as follows:

BEING all of the real property as shown and described on a map entitled, "Final Plat for: The Bryant Place Phase Four", dated September 20, 2008, prepared by Johnny J. Williams Land Surveying, P.C. and recorded in Map Book 60, Pages 173 - 173C (consisting of four sheets), in the Office of the Register of Deeds of Onslow County, North Carolina, incorporated herein by reference and hereinafter referred to as the "Development."

Said Development being a residential single family development with "parent" building lots, being hereinafter individually referred to as a "Lot" and collectively as the "Lots." With regard to Lots 56, 65, 67, 70, 71, and 72, on the above mentioned recorded map, each Lot will have a referenced off-site lot for an off-site wastewater collection, treatment and disposal system, with the off-site wastewater treatment system lots designated with the "parent" building

Lot number and suffix "A," hereinafter referred to individually as an "Off-Site Lot" and collectively as "Off-Site Lots."; Said Development shall have exclusive sanitary sewer easements for the installation of force main/supply lines and any other necessary components for the proper and lawful collection, treatment and disposal of wastewater from the building Lots to the Off-Site Lots.

The Owner formed the Development by recording Restrictive Covenants for the BRYANT PLACE - PHASE FOUR SUBDIVISION, the "Declaration" with the Register of Deeds of Onslow County, North Carolina, on September 9, 2009, in Book 3469, at Page 541, amended by an Amendment to Restrictive Covenants for Bryant Place - Phase Four recorded on \_\_\_\_\_, 2011, in Book \_\_\_\_\_, Page \_\_\_\_\_, in the Onslow County Registry, the "Amended Declaration".

B. The Owner desires to construct wastewater collection, treatment and disposal systems ("System or Systems") to serve the single family dwelling units on the Lots in the Development. As defined herein, the "Supply Lines" shall consist of the sewer lines situated in and under the exclusive easements described in Paragraph 5 below of this Agreement, and any and all other components that are attached to the Supply Lines which are necessary to the proper operation of the wastewater collection, treatment and disposal of wastewater by the "Systems" located on the Off-Site Lots. Except for the sewer lines located within the boundary of individual Lots and the exclusive easements described in Paragraph 5 below, all components of the Systems shall be located inside the Off-Site Lots.

However, the Association's rights over, upon and across all lots in the BRYANT PLACE - PHASE FOUR subdivision shown on any recorded map thereof upon which are located a part of the Systems and Supply Lines have been granted or reserved for the owners of Lots and the Association. Boundary lines of the Off-Site Lots and Sanitary Sewer and Access Easements for the Lots have been described and designated as such on the map entitled, "Final Plat for: The Bryant Place Phase Four", dated September 20, 2008, prepared by Johnny J. Williams Land Surveying, P.C. and recorded in Map Book 60, Pages 173 - 173C (consisting of four sheets), in the Office of the Register of Deeds of Onslow County, North Carolina.

The Owner shall be responsible for construction of the Systems, including Supply Lines, and operation, maintenance and repair of the Systems, including Supply Lines, until such time as the Lots are sold and the individual Lot owner and Association assume responsibility for the operation, maintenance and repair of the Systems and Supply

Lines. Upon the sale of any Lot to an individual owner, the individual owner shall become primarily responsible for the operation, maintenance and repair of the System components within the boundaries of the Lot owner's Lot and the Lot owner's Off-Site Lot, as set out more particularly in Paragraph 1 below, and the Association will be solely responsible for the maintenance and repair of any components, including Supply Lines, in common easement areas. There will be a separate and dedicated septic line, septic tank, pump tank, electrical house panel, drain field and repair area for each Lot. Prior to the sale or conveyance of any Lot, the maintenance and repair of the Supply Lines shall be the responsibility of the Owner, regardless of the source of any damage or the reason for any repair until the first Lot in the Development is sold. At that time, the Lot owner shall assume primary responsibility for the System components within the boundaries of the Lot owner's Lot and the Lot owner's Off-Site Lot, as set out more particularly in Paragraph 1 below and the Association will be responsible for the maintenance and repair of any components, including Supply Lines, in common easement areas.

C. Prior to the sale or transfer of the Lots, the Owner shall be responsible for obtaining all permits pursuant to N.C. Gen. Stat. §130A-336 and §130A-337, and all other applicable laws and rules. In the event repairs are needed for any septic system component, the Owner or Association as applicable must apply for and receive a repair permit prior to making the repair. Notwithstanding any language in the BRYANT PLACE - PHASE FOUR Declaration or Amended Declaration, the change of any Lot or Off-Site Lot lines or septic system component locations that are the basis of any Improvement Permit or Construction Authorization or Operations Permit will make those permits or authorizations subject to legal action by the Department and the N.C. Department of Environment and Natural Resources, Division of Environmental Health, pursuant to N.C. Gen. Stats. § 130A-18, § 130A-22, § 130A-23, § 130A-25, § 130A-335, § 130A-336, § 130A-337 and 15A N.C.A.C. 18A .1937 and .1938, and all other applicable laws and rules.

D. The Owner has formed the Association for the purpose, among others, of handling the property, affairs, and business of the Development; of operating, maintaining, and repairing the Systems and Supply Lines as set out herein, and all easements; and of collecting dues and assessments to provide funds for such operation, maintenance and repair.

E. All parties desire to assure that all the components of the Systems, including Supply Lines, of the BRYANT PLACE - PHASE FOUR,

subdivision are properly constructed, maintained, operated and repaired in accordance with the applicable laws, rules, and permit conditions to protect the public health, the quality of the waters of the State and the public interest therein. The Owner and the Association fully understand and acknowledge their responsibility to ensure proper construction, operation, maintenance and repair of all components of the Systems situated within the BRYANT PLACE - PHASE FOUR Subdivision and all System and access easements.

**NOW THEREFORE**, in consideration of the premises and the benefits to be derived by each of the parties hereto, the Department, the Association and the Owner do hereby mutually agree as follows:

1. By and with the consent of the Department, the Owner shall construct the wastewater treatment and disposal Systems, including Supply Lines, in accordance with all applicable laws and rules governing wastewater collection, treatment and disposal, with all permits and conditions of said permits, and in accordance with the map of the Subdivision referenced above in Paragraph B.

After construction, the Owner shall maintain and repair the Systems and Supply Lines in accordance with all applicable laws, rules and permit provisions until the Lot being served by the System on its Off-Site Lot has been sold. At that time, the Lot owner shall assume primary responsibility for the System components within the boundaries of the Lot owner's Lot and the Lot owner's Off-Site Lot and the Association, upon the sale of the first Lot in the Development, will be responsible for the maintenance and repair of any components, including Supply Lines, in common easement areas. If the Lot owner, as primary responsible party, fails to repair any damage or malfunction to any component of his or her System on or within his or her Lot or Off-Site Lot within 30 days of notice of same, then the Association, as secondarily responsible party, shall have the responsibility, right and authority to repair any such damage or malfunction immediately but in any case, no later than ten (10) days after the end of the Lot owner's 30-day repair period. The Association shall have the responsibility, right and authority to assess the costs of said action, in accordance with the provisions of Article XVIII, Section B of the Declaration.

2. The Owner shall not legally transfer its rights to and responsibility for the Systems and Supply Lines (except for that portion of the sewer lines located within each lot, subject to Paragraphs B and 1 above) to the Lot owner or the Association until (i) construction of all components of the Systems, including Supply

Lines, has been completed by the Owner in accordance with this Agreement, (ii) the Systems have been inspected by the Department and determined to be operating in accordance with any plans and specifications approved by the Department, all permits and licenses issued by the Department and in effect from time to time, and all applicable rules and regulations of the Department and/or the N.C. Department of Environment and Natural Resources, Division of Natural Resources (herein referred to as "DENR") and any other laws and rules of the State of North Carolina, (iii) the Department has inspected, approved and permitted all components of the Systems, including Supply Lines, in accordance with all applicable laws, rules, permits and permit conditions, and (iv) the Systems, including Supply Lines, have been determined by the Department to be in compliance with the terms and conditions of any applicable construction permits or authorizations.

Provided that, the conditions set forth in this Paragraph 2 have been satisfied, each individual Lot owner shall have the primary responsibility for maintenance and repair of the Systems, other than the Supply Lines, upon the sale or conveyance of such Lot to the individual owner, and the Association shall have the sole responsibility for the maintenance and repair of the Supply Lines upon the sale or conveyance of the first Lot in the Development to an individual Lot owner, as provided in Article 7.A. of the Amended Declaration.

3. The Association, after transfer to it of the rights to and responsibilities for the system components, including Supply Lines, in common easements (except for that portion of the sewer lines located within each lot) by the Owner, shall thereafter properly operate, maintain, and repair said system components, including Supply Lines, in common easements in accordance with all applicable laws, rules and permit provisions and conditions. The Association shall levy and collect the dues and assessments provided for in the governing documents, including special or additional assessments. In the event that the sum realized by the levy of such dues and assessments shall not be adequate to maintain, operate, and repair said Supply Lines as required by all applicable laws and rules and applicable permits, the Association shall take such action as is necessary to secure funds adequate for such purposes.

4. The Declaration specifies in Article 6 of the Amended Declaration, that the Systems, except for the Supply Lines, will be maintained and repaired by the Lot owner, and in the event the Lot owner fails to take corrective action within 30 days following notice, that the Association shall take such required action to

remedy any damage or malfunction of the Systems, including Supply Lines. Any remedy that becomes necessary for the Association to perform shall be timely performed in compliance with Paragraph 1, above, herein. The Association shall treat said maintenance and repair, and the operation of the components and maintenance of all easements, as the highest priority expenditures, except for federal, state, and local taxes and insurance.

5. The Owner hereby gives, grants and conveys easement rights to the Association, over, upon and across all of Off-Site Lots and areas depicted by dotted lines, and designated as "Septic System Easement" and similar designations on the map of the Subdivision referenced above in Paragraph B. Notwithstanding any language in any part of the Declaration or Amended Declaration, said described and depicted areas are hereby designated and reserved as perpetual easements and are exclusively for the ingress and egress, construction, installation, operation, maintenance, monitoring and repair of the Systems, including all components and including in accordance with N.C. Gen. Stat. §130-333 et seq. and 15A N.C.A.C. 18A.1938 and all other applicable laws and rules.

6. All easements referenced herein are appurtenant to the Development.

7. All easements referenced herein and depicted on the map of the Development run with the land and are not affected by change of ownership.

8. The Association, upon its possible dissolution, shall provide for the continued proper operation, maintenance and repair of the Supply Lines, together with easements, and all other components of the Supply Lines.

9. The Association, except upon dissolution, shall not transfer, convey, assign, or otherwise relinquish or release its responsibility for the operation, maintenance and repair of the Supply Lines and all of their components.

10. This Agreement, the Declaration and the Amended Declaration shall be recorded in the Office of the Register of Deeds of Onslow County, North Carolina.

11. A copy of the Articles of Incorporation of the Association from the Secretary of State of North Carolina shall be filed with the Department.

12. All installed sewer lines and drain fields shall be color-coded or otherwise clearly marked both below grade so that they can be readily identified in accordance with the engineer's plans and specifications.

13. After transfer of responsibility for maintenance and repair of the Supply Lines to the Association and all other easements that include any component of any kind of the Wastewater System in the exclusive easements, the Association will assume full responsibility for ensuring that the easements are perpetually accessible and are perpetually kept free of any fences, gates, gazebos and structures of any kind; any trees, shrubs or any other kind of vegetation or thing of any description that would impede or delay access to any component of the Wastewater System for maintenance, repair or any other purpose. All costs associated with carrying out the responsibility of the Association under this Paragraph 13 and with any delay in accessibility to the Wastewater System shall be the responsibility of and assumed by the Association.

14. The Owner agrees and acknowledges that the Owner has developed the Subdivision from its inception, and is or should be the most knowledgeable party about all the details in this Agreement, including but not limited to, any recording information set out herein, easement locations described herein, possible conflicts between the Easement and other easements located upon the Property and/or the Subdivision, and possible use of the Easement Areas for purposes that would be contrary to or impede the ownership, operation, maintenance and repair of the Wastewater System for the Lots in the Subdivision as provided in this Agreement. Owner assumes the risk of any and all claims, known or unknown, arising or resulting from or in any way growing out of any errors or omissions contained in this Agreement, whether known or unknown, and whether through oversight, error, negligence or any other reason.

IN WITNESS WHEREOF, this Agreement was executed in three originals by the duly authorized representative of the parties hereto on the day and year written as indicated by each of the parties named below.

ONslow COUNTY HEALTH DEPARTMENT

By: George R. O'Daniel  
Name: George R. O'Daniel  
Title: Health Director

STATE OF NORTH CAROLINA  
COUNTY OF ONslow

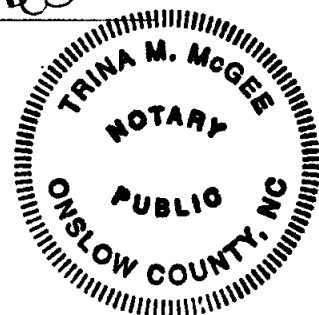
The undersigned, a Notary Public of said County and State, do hereby certify that George R. O'Daniel, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by him/her in the capacity indicated (Health Director for Onslow County Health Department) for the purposes stated therein.

Witness my hand and official seal, this the 11<sup>th</sup> day of August, 2011.

My Commission Expires:

11-15-2012

Trina M. McGee  
Notary Public



**BRYANT PLACE - PHASE FOUR HOA, INC.**

By: [Signature]  
Homer Hobgood  
President

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

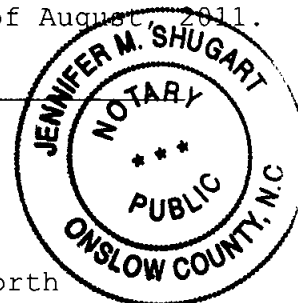
The undersigned, a Notary Public of said County and State, do hereby certify that Homer Hobgood, personally appeared before me this day and acknowledged that he is President of BRYANT PLACE - PHASE FOUR HOA, INC., a North Carolina non-profit corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation for the purposes set forth therein and in the capacity indicated.

Witness my hand and official seal, this the 5<sup>th</sup> day of August, 2011.

My Commission Expires:

10/24/2011

[Signature]  
Notary Public



**B & H ASSOCIATES, INC.**, a North Carolina corporation

By: [Signature]  
Homer Hobgood  
President

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

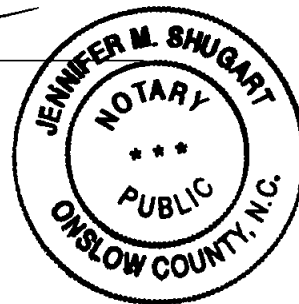
The undersigned, a Notary Public of said County and State, do hereby certify that Homer Hobgood, personally appeared before me this day and acknowledged that he is President of B & H ASSOCIATES, INC., a North Carolina corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation for the purposes set forth therein and in the capacity indicated.

Witness my hand and official seal, this the 5<sup>th</sup> day of August, 2011.

My Commission Expires:

10/24/2011

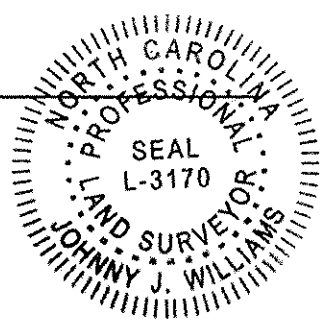
[Signature]  
Notary Public



I, JOHNNY J. WILLIAMS, PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS MAP WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION COMPLETED ON 05/20/10 FROM REFERENCES AS SHOWN HEREON; THAT BOUNDARIES NOT SURVEYED ARE NOTED AS SUCH AND PLOTTED FROM REFERENCES AS SHOWN HEREON; THAT THE CALCULATED ERROR OF CLOSURE EXCEEDS 1: 15,000; AND THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS 18 DAY OF Aug, 2010

JOHNNY J. WILLIAMS, P.L.S., L-3170



I HEREBY CERTIFY THAT ALL IMPROVEMENTS HAVE EITHER BEEN INSTALLED OR GUARANTEED BY AN APPROVED SECURITY FOR THE BRYANT PLACE, PHASE FOUR SUBDIVISION AND THAT THE FILING FEE FOR THIS PLAT HAS BEEN PAID.

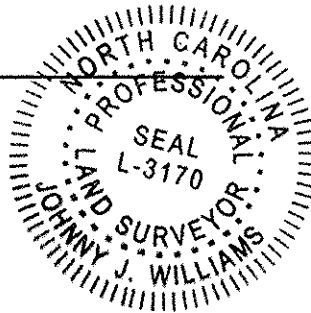
DATE: 08/18/10 OWNER/AUTHORIZED AGENT: Doug E. Boye

I, B & H ASSOCIATES HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE COUNTY OF ONSLOW AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT; ESTABLISH MINIMUM BUILDING SETBACK LINES; AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, WATERLINES, OTHER SITES, IMPROVEMENTS, PERPETUALLY RESERVE, AND EASEMENTS TO PUBLIC OR PRIVATE USE AS DESIGNATED AND NOTED.

DATE: 08/18/10 OWNER(S): Doug E. Boye

I, JOHNNY J. WILLIAMS, PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN AN AREA OF THE COUNTY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

JOHNNY J. WILLIAMS, P.L.S., L-3170



STREET DISCLOSURE STATEMENT

ALL STREETS HEREON HAS BEEN OFFERED TO THE STATE FOR DEDICATION TO PUBLIC USE, BUT HAVE NOT BEEN ACCEPTED BY THE STATE AS OF THIS DATE. THE DEVELOPER SHALL IMMEDIATELY PETITION THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION TO ACCEPT STREETS UPON CONSTRUCTION OF THE STREETS AND THE SATISFACTION OF THE DEPARTMENT'S RESIDENCY REQUIREMENTS. THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL STREETS AND PROTECTION OF RIGHTS-OF-WAY UNTIL SUCH STREETS ARE ACCEPTED INTO THE STATE ROAD SYSTEM. THE DEVELOPER HAS PROVIDED THE COUNTY A MAINTENANCE GUARANTEE FOR THESE PURPOSES

DATE: 08/18/10 OWNER/AUTHORIZED AGENT: Doug E. Boye

I CERTIFY (i) THAT I AM THE OWNER OF THE LANDS SHOWN ON THIS MAP AND OF ALL OF THE WATER AND/OR SEWER INFRASTRUCTURE LOCATED ON SUCH LANDS, (ii) THAT ALL REQUIRED WATER AND/OR SEWER IMPROVEMENTS HAVE BEEN CONSTRUCTED WITHIN THE STREETS AND/OR UTILITY EASEMENTS SHOWN ON THIS MAP IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY ONSLOW WATER AND SEWER AUTHORITY ("ONWASA"), (iii) THAT ALL SUCH WATER AND/OR SEWER IMPROVEMENTS ARE HEREBY DEDICATED AND CONVEYED TO ONWASA, FREE OF LIENS AND ENCUMBRANCES, (iv) THAT ONWASA IS HEREBY GRANTED A PERPETUAL EASEMENT OVER ALL STREETS AND UTILITY EASEMENTS SHOWN ON THIS MAP, AND (v) THAT THE UNDERSIGNED WARRANTS TO ONWASA FOR A PERIOD OF 18 MONTH FROM THE DATE OF THIS CERTIFICATION THAT SUCH IMPROVEMENTS ARE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

THIS 18 DAY OF Aug, 2010.

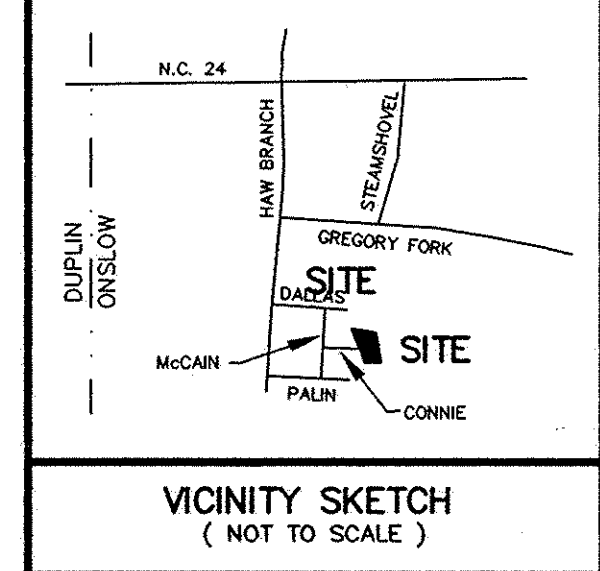
BY: Doug E. Boye TITLE: Owner

ONSLOW COUNTY NORTH CAROLINA

I, Martha Mathush, ONE OF THE REVIEW OFFICERS FOR ONSLOW COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Martha Mathush 8-25-10 REVIEW OFFICER DATE

Doc ID: 008390540001 Type: CRP Recorded: 08/25/2010 at 12:19:09 PM Fee Amt: \$84.00 Page 1 of 1 ON AT DAY BK 60 pg 173 Side M-171 Rebecca J. Peadar by: Conville & Cull (att) REGISTER OF DEEDS



THE PROPERTY SHOWN HEREON IS LOCATED WITHIN THE SUBDIVISION JURISDICTION OF ONSLOW COUNTY AND HAS BEEN FOUND TO COMPLY WITH SECTION 303 OF THE ONSLOW COUNTY SUBDIVISION ORDINANCE AND IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF ONSLOW COUNTY.

DATE: 8/25/10 SUBDIVISION ADMINISTRATOR

DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS PROPOSED SUBDIVISION ROAD CONSTRUCTION STANDARDS CERTIFICATION APPROVED: KAVANA 8/24/10 DISTRICT ENGINEER

I HEREBY CERTIFY THAT THE PLANS AND SPECIFICATIONS FOR THE WATER AND/OR SEWER IMPROVEMENTS FOR BRYANT PLACE SUBDIVISION HAVE BEEN REVIEWED AND APPROVED BY ONSLOW WATER AND SEWER AUTHORITY, THAT SUCH WATER AND/OR SEWER IMPROVEMENTS HAVE BEEN CONSTRUCTED, AND THAT ONSLOW WATER AND SEWER AUTHORITY HEREBY ACCEPTS THE DEDICATION OF THE WATER AND/OR SEWER IMPROVEMENTS ALONG WITH ASSOCIATED EASEMENTS.

THIS 18 DAY OF August, 2010.

ONSLOW WATER AND SEWER AUTHORITY BY: Jeff Pearson

I, HAYWOOD PITTMAN, CERTIFY THAT I AM A LICENSED SOIL SCIENTIST IN THE STATE OF NORTH CAROLINA AND HAVE EVALUATED THIS SUBDIVISION AND FOUND THAT THE SOILS WITHIN THIS SUBDIVISION PROPERTY ARE SUITABLE TO ACCOMMODATE THE SUBSURFACE WASTEWATER DISPOSAL SYSTEM NEEDS OF EACH OF THE LOTS PICTED HEREON. PRIOR TO THE ISSUANCE OF BUILDING PERMITS THE ONSLOW COUNTY HEALTH DEPARTMENT MUST ISSUE AN IMPROVEMENT PERMITS AND CONSTRUCTION AUTHORIZATIONS, AS APPLICABLE, FOR THE LOTS SHOWN ON THIS PLAT.

DATE: 8-25-10 SIGNATURE: Haywood Pittman

NOTES:

- 1) THE PROPERTY SHOWN HEREON IS NOT LOCATED WITHIN A SPECIAL 100 YEAR FLOOD HAZARD AREA ACCORDING TO FLOOD INSURANCE RATE MAP NO. 3720440200J AND 3720441200J DATED NOVEMBER 3, 2005.
2) CURRENT USE: AGRICULTURE / FORESTRY.
3) ALL STREETS SHOWN HEREON TO BE PUBLIC.
4) ONLY ONE PRINCIPAL STRUCTURE PER LOT SHALL BE ALLOWED.
5) MAINTENANCE FOR EASEMENTS OUTSIDE OF N.C.D.O.T. RIGHT-OF-WAYS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER.
6) PROPERTY SHOWN HEREON IS CURRENTLY ZONED R15.
7) ELEVATIONS SHOWN HEREON ARE BASED ON AN ASSUMED DATUM.
8) NO N.C. GRID MONUMENTS WERE FOUND WITHIN 2000' OF THIS SITE
9) ALL WATER SERVICE TO BE PROVIDED BY ONWASA.
10) ALL LOTS TO BE SERVED BY INDIVIDUAL SEPTIC SYSTEMS.
11) 404 WETLANDS AS SHOWN HEREON ARE FROM A DELINEATION BY HAYWOOD PITTMAN, SOIL SCIENTIST.
12) FIRE DISTRICT: NO COVER ISO RATING: 10
13) SEPTIC SYSTEM EASEMENTS THAT ARE ADJACENT TO EXISTING ROADS WILL NOT HAVE AN ADDITIONAL ACCESS ROAD BUILT UPON TRACT. THOSE EASEMENTS NOT ADJACENT TO EXISTING ROAD WILL HAVE AN ALL WEATHER ACCESS ROAD CONSTRUCTED OF AN APPROVED MATERIAL.
14) NO N.C. GRID MONUMENTS WERE FOUND WITHIN 2000 FEET OF THIS SITE.
15) SIGHT DISTANCE EASEMENTS (SIGHT TRIANGLES) SHOWN HEREON SHALL REMAIN FREE OF ALL STRUCTURES, TREES, SHRUBBERY AND SIGNS EXCEPT UTILITY POLES, FIRE HYDRANTS AND TRAFFIC CONTROL SIGNS.
16) LOTS 56, 65, 67, 70, 71 & 72 WILL BE SERVED BY OFF-SITE SEPTIC SYSTEMS.

FINAL PLAT FOR:

THE BRYANT PLACE PHASE FOUR A PLANNED RESIDENTIAL DEVELOPMENT

OWNER: B & H ASSOCIATES 4000 GUM BRANCH ROAD JACKSONVILLE, NC 28540 910-455-1977

INDIVIDUAL TRACT NEAR N.C.S.R. 1230 (HAW BRANCH ROAD) RICHLANDS TOWNSHIP, ONSLOW COUNTY, N.C.

DATE: SEPTEMBER 20, 2008 SCALE: 1" = 100'



LEGEND:

- EPK = EXISTING PK NAIL
ESS = EXISTING SURVEY SPIKE
AG = TOP ABOVE GROUND SURFACE
BG = TOP BELOW GROUND SURFACE
R/W = RIGHT-OF-WAY
c = CENTERLINE
e = PROPERTY LINE
o = 5/8" ISS BG UNLESS OTHERWISE LABELED

PHASE FOUR SITE DATA:

TOTAL ACREAGE = 25.64 ACRES
AVERAGE LOT SIZE = 0.566 ACRES
SMALLEST LOT SIZE = 0.34 ACRES
TOTAL NUMBER OF LOTS = 38
LINEAR FEET IN STREETS = 2150 FEET

SETBACKS:

FRONT YARD - 25'
SIDE YARD - 8'
REAR YARD - 15'
SIDE STREET - 20'

REFERENCES:

PORTION OF DEED BOOK 2844, PAGE 333
PORTION OF MAP BOOK 13, PAGE 78

SHEET 1 OF 4

PROJECT: 884 SWINSON 208-1230
FILE NAME: PHASEFOURFINAL610
TDS FILE: BHSWINSON208



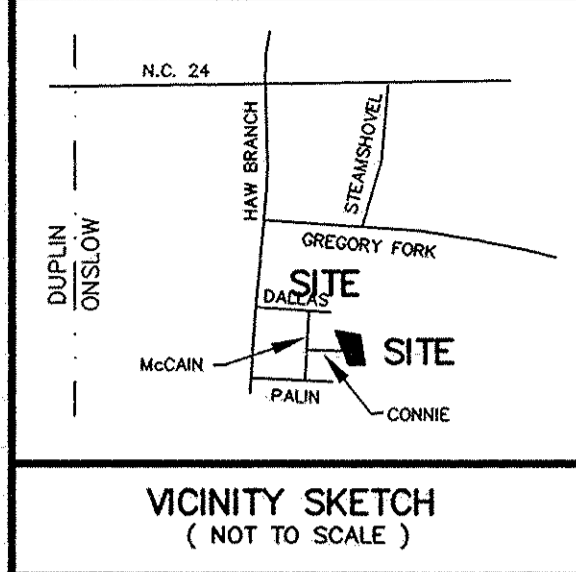
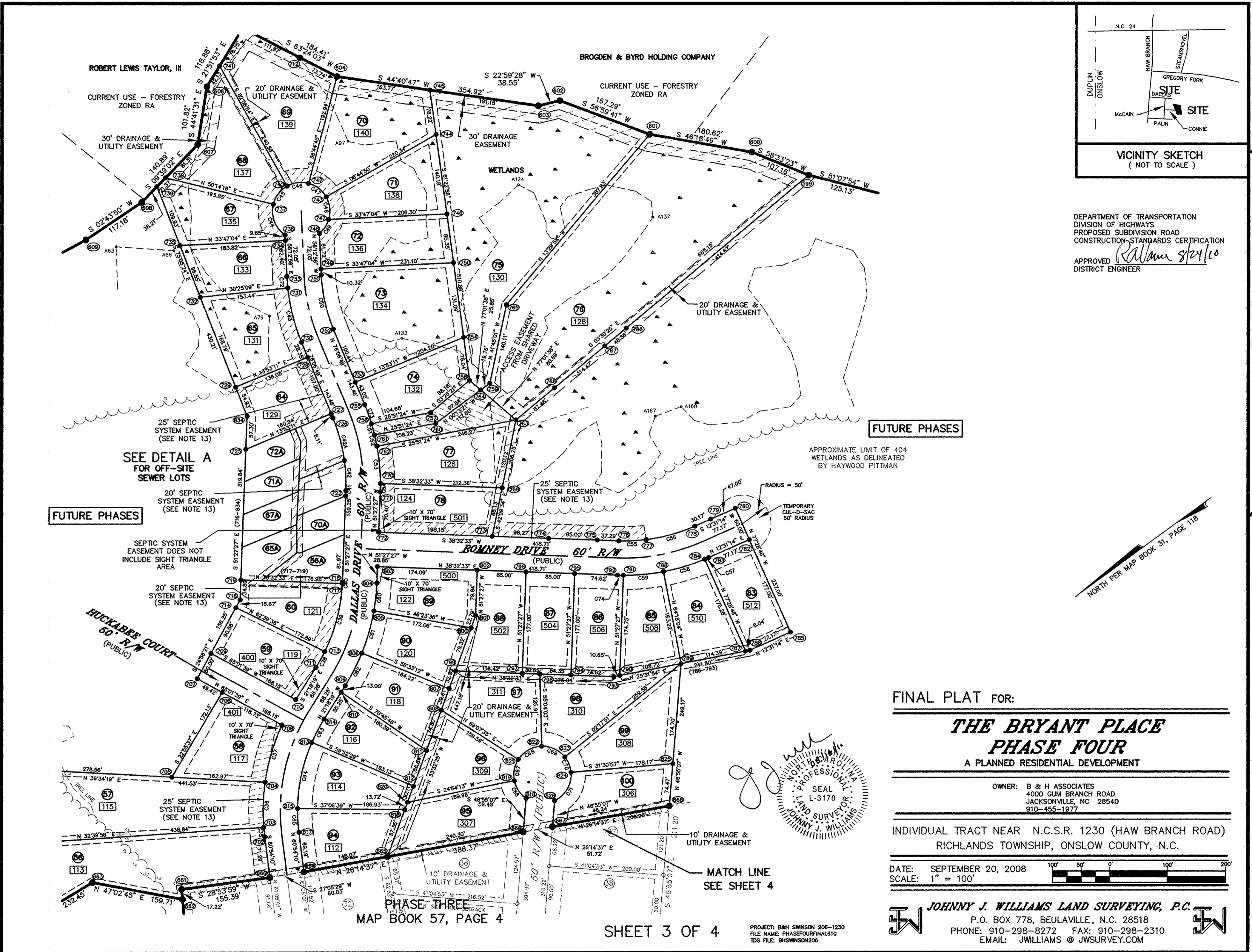
JOHNNY J. WILLIAMS LAND SURVEYING, P.C.

P.O. BOX 778, BEULAVILLE, N.C. 28518
PHONE: 910-298-8272 FAX: 910-298-2310
EMAIL: JWILLIAMS @ JWSURVEY.COM



660606XDB 173





DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 PROPOSED SUBDIVISION ROAD  
 CONSTRUCTION STANDARDS CERTIFICATION  
 APPROVED *R. Palmer 8/24/10*  
 DISTRICT ENGINEER

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FINAL PLAT FOR:

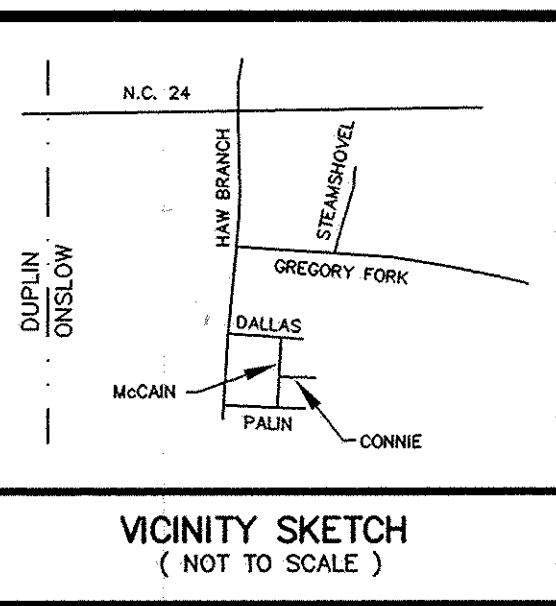
**THE BRYANT PLACE  
 PHASE FOUR**  
 A PLANNED RESIDENTIAL DEVELOPMENT

OWNER: B & H ASSOCIATES  
 4000 GUM BRANCH ROAD  
 JACKSONVILLE, NC 28540  
 910-455-1977

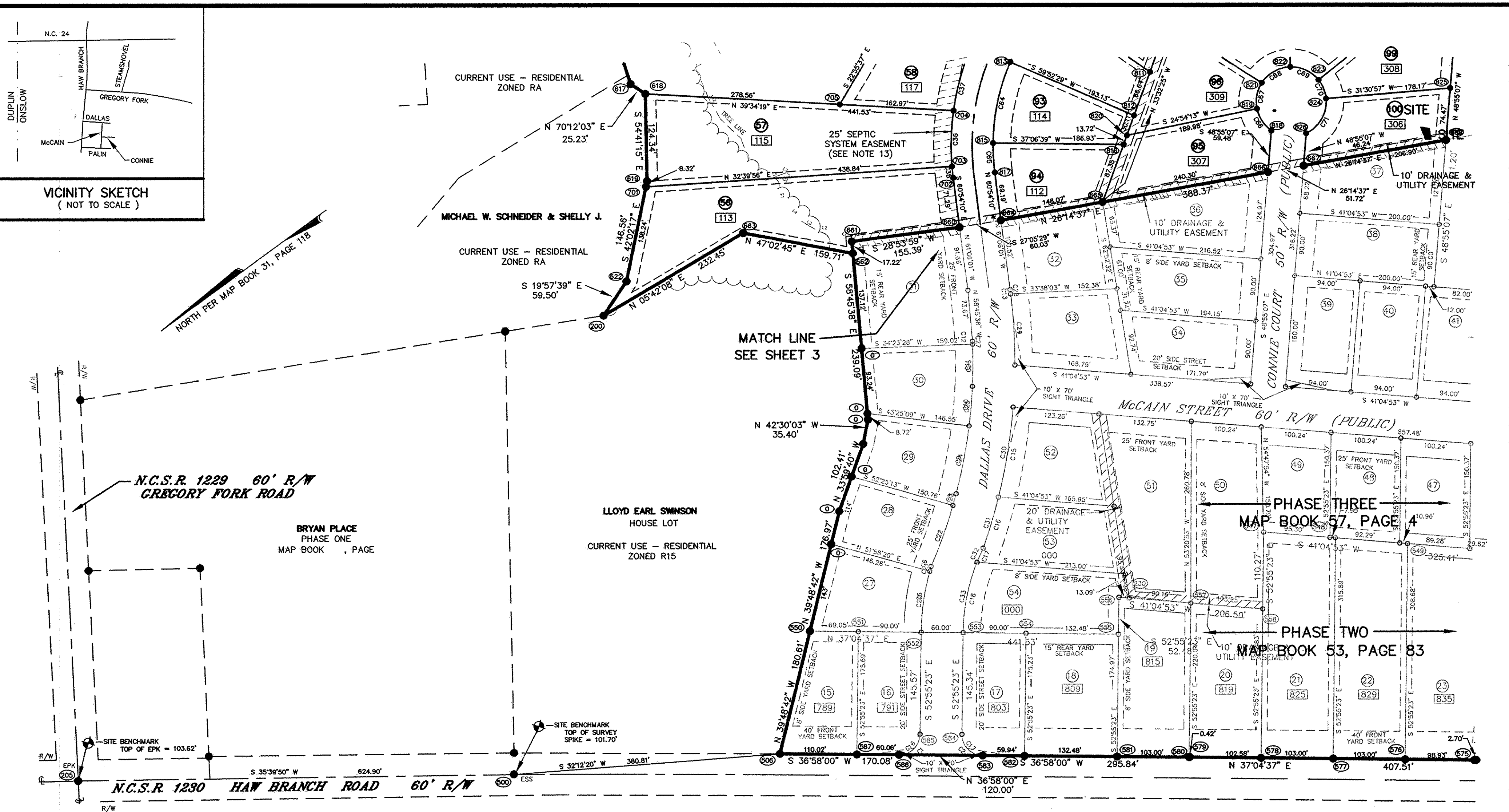
INDIVIDUAL TRACT NEAR N.C.S.R. 1230 (HAW BRANCH ROAD)  
 RICHLANDS TOWNSHIP, ONSLOW COUNTY, N.C.

DATE: SEPTEMBER 20, 2008  
 SCALE: 1" = 100'

**JOHNNY J. WILLIAMS LAND SURVEYING, P.C.**  
 P.O. BOX 778, BEULAVILLE, N.C. 28518  
 PHONE: 910-298-8272 FAX: 910-298-2310  
 EMAIL: JWILLIAMS@JWSURVEY.COM



NORTH PER MAP BOOK 31, PAGE 118



FINAL PLAT FOR:  
**THE BRYANT PLACE**  
**PHASE FOUR**  
 A PLANNED RESIDENTIAL DEVELOPMENT

OWNER: B & H ASSOCIATES  
 4000 GUM BRANCH ROAD  
 JACKSONVILLE, NC 28540  
 910-455-1977

INDIVIDUAL TRACT NEAR N.C.S.R. 1230 (HAW BRANCH ROAD)  
 RICHLANDS TOWNSHIP, ONSLOW COUNTY, N.C.

DATE: SEPTEMBER 20, 2008  
 SCALE: 1" = 100'



**JOHNNY J. WILLIAMS LAND SURVEYING, P.C.**  
 P.O. BOX 778, BEULAVILLE, N.C. 28518  
 PHONE: 910-298-8272 FAX: 910-298-2310  
 EMAIL: JWILLIAMS@JWSURVEY.COM

DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 PROPOSED SUBDIVISION, ROAD  
 CONSTRUCTION STANDARDS CERTIFICATION  
 APPROVED: *R. Williams*  
 DISTRICT ENGINEER

*J. Williams*  
 JOHNNY J. WILLIAMS  
 LAND SURVEYOR  
 SEAL L-3170

SHEET 4 OF 4

PROJECT: B&H SWINSON 208-1230  
 FILE NAME: PHASEFOURFINAL610  
 TDS FILE: BHSWINSON208

C37-1G-P06X8B