

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made and entered into this the 22nd day of March, 1990, by and between MODO, INC., a North Carolina Corporation, with its principal office and place of business in Craven County, North Carolina, party of the first part, and any person, persons, firm, or corporation which may hereafter acquire title by deed of conveyance, mortgage, or deed of trust, to any of the lots or parcels of land hereinafter referred to and situated within the subdivision hereinafter mentioned, and their respective heirs and assigns, hereinafter referred to as the parties of the second part;

W I T N E S S E T H:

WHEREAS the party of the first part is the owner of Lots Numbers 61 thru 94 inclusive, in that certain subdivision known as STONEBRIDGE LANDING Subdivision, Section 3, a map of which is recorded in Plat Cabinet F, Slide 52, in the office of the Register of Deeds of Craven County, and intends to convey said lots subject to the restrictive and protective covenants (excepting Lot 94) hereinafter enumerated, which covenants are deemed to make said lots more desirable and to be for the benefit of all those persons who acquire title to any one or more of said lots to the end that such restrictive and protective covenants, conditions and easements, herein set out shall ensure to the benefit of each person, firm, or corporation which may acquire title to any or all of said lots and which shall be

binding upon each person, firm, or corporation to whom or to which the party of the first part may hereafter convey any of said lots by deed, mortgage, deed of trust, or other instrument.

NOW, THEREFORE, for and in consideration of the premises, the party of the first part hereby covenants and agrees with the prospective purchasers that each of said Lots Numbers 61 thru 93 inclusive but excluding 94 in STONEBRIDGE LANDING Subdivision, Section 3, as shown and delineated on the map recorded in Plat Cabinet F, Slide 52, in the office of the Register of Deeds of Craven County, is and shall be held, sold, and conveyed subject to the restrictive and protective covenants, conditions, and easements shall become a part of each instrument conveying any of said lots, as fully and to the same extent as if set forth therein. As a condition of the sale or conveyance of any of said lots, the purchasers agree and covenant to abide by and conform with said restrictive and protective covenants, conditions, and easements.

THE RESTRICTIVE AND PROTECTIVE COVENANTS, CONDITIONS, AND EASEMENTS ARE AS FOLLOWS:

1. LOT. The "lot" as used herein shall mean the parcels numbered 61 thru 93 inclusive but excluding 94 as depicted on the above mentioned map.
2. BUILDING TYPE: DWELLING. The word "dwelling" as used herein shall mean one (1) detached building designed for use as a single family residence.
3. LAND USE. Each lot shall be used for residential purposes only. Not more than one (1) dwelling may be erected or

permitted to remain on a lot. No wrecked or junked motor vehicle or vehicle without current license plates or truck or trailer larger than one ton shall be permitted to remain on a lot.

4. MOBILE HOMES. No mobile home or manufactured housing may be placed or permitted to remain on a lot.

5. BUILDING QUALITY. All building or permissible structures erected on any lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. No outside alterations shall be made on any existing building which changes or alters the architectural design of the existing building without prior approval of the architectural committee as hereinafter set forth. No concrete blocks on exterior walls, except decorative screen blocks, shall be used above foundation elevation unless the same are covered with brick veneer, stone, or stucco.

6. STORAGE TANKS. Fuel oil tanks or other storage tanks shall be buried, placed in the basement of the dwelling house, or enclosed in such a manner as to create a harmonious blending of the structure with the dwelling house constructed on each lot.

7. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder during the construction and sales period.

8. COMBINATION OF LOTS. One owner of two or more adjoining lots or one owner of one lot and one half of one

adjoining lot or both of the adjoining lots, or the owner of one half of one lot and adjoining one half of the adjoining lot, may construct a residential dwelling thereon upon and across the dividing line of such adjoining lots, or lot and adjoining one half lot, or adjoining two adjoining half lots so owned by one owner, so long as such residential dwelling shall not be nearer than ten feet to such owner's side lot line, and so long as any outbuildings shall not be nearer than ten feet from such owner's side lot line or ten feet from the rear lot line, but thereafter, no additional residential dwelling may be built thereon. In the event of such recombination or combination, any easements reserved along the interior lot lines which have been recombined and deleted, shall be withdrawn and shall not constitute an encumbrance on such lot and shall be reserved only along the perimeter boundary lines of the total lots or portions thereof so owned by the one owner.

9. DWELLING SIZE. Any dwelling erected upon any lot shall contain not less than 1,400 square feet of enclosed floor heated area, and in the event of a dwelling of more than one story, the ground floor shall contain not less than 800 square feet of enclosed heated area.

10. SETBACK REQUIREMENTS.

a. No dwelling shall be erected or permitted to remain on any lot nearer to any street than the setback line as shown on the recorded plat.

b. No dwelling or other permissible structure shall be erected or permitted to remain nearer than ten feet to

any side or rear lot line.

11. ACCESSORY BUILDINGS. No detached accessory, fence, building or garage may be located on any lot unless approved by the Architectural Control Committee. If approval is granted by the Architectural Control Committee, said accessory, fence, building or garage must be constructed of the same building materials and must be of the same quality as that of the main structure.

12. ANIMALS. No animals shall be permitted to remain on any lot other than dogs, cats, or other small household pets, and no one family shall have more than two such pets. No permitted pets shall be allowed to roam at large in the subdivision.

13. DRAINAGE AND UTILITY EASEMENTS. The party of the first part reserves to itself, its successors and assigns, a ten foot drainage and utility easement along all rear lot lines, all side lot lines and front lot lines of the numbered lots and as shown on the aforementioned plat. Driveways shall be allowed across the front or side easements, however, there shall be no auto access directly onto Stonebridge Trail from any lot except Lot 94.

14. MAINTENANCE AND REPAIR OF PROPERTY. The exterior of any building located on a lot shall be maintained, repaired and kept in a neat and clean condition.

15. ARCHITECTURAL CONTROL AND RESTRICTION COMMITTEE. The owners of record of the aforementioned lots which are subject to these restrictive covenants, and as the same may be added to

by amendment and annexation of additional areas, on the second Monday in January of each calendar year, after notice to each of them by registered mail, may elect, at a regular meeting where a quorum is present, by a majority vote of those present and constituting a quorum, an Architectural Control and Restriction Committee, which said committee shall serve until the next anniversary date of these restrictions subject to the provisions of the following paragraph. A quorum for any regular or special meeting of owners shall be the owners of at least fifty percent of the ownership of the aforementioned lots which may be added to from time to time by annexation to these restrictive covenants, which real estate shall hereinafter be referred to as the Development Area. The said Restriction Committee shall consist of three (3) members, each of whom must be an owner in the Development Area except for the initial committee. A corporate owner may appoint officers, agents or employees of the corporation to serve as members. At any time (subject to the following paragraph) the individual owners of record in a special meeting called by any six of them, after notice by registered mail to all of the other said owners of record, may elect a new Restriction Committee, fill any vacancies on the Restriction Committee, or remove the members of the existing Restriction Committee.

The members of the initial Restriction Committee are hereby designated as: KATHY RICHY, DONALD G. LAWRENCE, and KENNETH T. JONES, JR., whose address is: 390 Carolina Pines Boulevard, New Bern, North Carolina 28560, and who shall have the

privilege to serve until the second day of January 1995 before replacement. The initial Restriction Committee shall have the further privilege of appointing an agent or successor as a member of the initial Restriction Committee in their stead for the term of the initial Restriction Committee.

Before any structure, fence, building, wall, or addition to any of same shall be commenced, erected, or maintained in the Development Area and before any alteration (including painting) of the exterior portion of any structure located in the Development Area shall be commenced, the party desiring to make such changes or erection shall submit and have approved by the Restriction Committee (hereinafter called "Committee"), plans and specifications detailing the changes and erections. The plans and specifications must show the structure, kind, shape, height, materials, color, and locations of the change or erection. The plans shall be (1) hand delivered to the Chairman of the Committee or (2) mailed certified or registered with return receipt requested to the Chairman of the Committee and marked to the attention of the Committee. The Committee shall approve or disapprove such plans within twenty (20) days of receipt thereof.

The Committee shall make its decision approving or disapproving the plans by taking into consideration the nature of the Development Area, the aesthetics of the proposed changes or alterations, the harmony of the proposed change or erection with the architectural style of the neighboring buildings, color schemes, durability of construction, relative costs, and

protection of the investment of the other owners in the Development Area.

If the Committee fails either to approve or disapprove any plans so submitted within twenty (20) days of their submission, the plans will be deemed approved.

Notwithstanding the above, no building not similar in design and construction to other existing buildings in the Development Area shall be constructed without the approval of the Committee.

The requirements of this Article shall not constitute a lien or encumbrance on any structure on which construction is completed and any subsequent purchaser thereof for value without notice thereof is in no way affected by the failure of his predecessors in title to comply with the terms hereof.

16. ANTENNAS. No radio station, short wave operator of any kind, shall operate from any lot, and no satellite disc or other similar receiving disc shall operate on any lot without the prior approval of the Architectural Control and Restriction Committee.

17. BUSINESS. No industry, business, trade, occupation, or profession of any kind, commercial, religious, palmist, education, or otherwise designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any of the designated lots aforementioned.

18. TIME. The covenants and conditions contained herein shall run with the land and be binding on all persons acquiring title to any of the aforementioned numbered lots up to and

including the 15th day of December, 1992, at which time, said covenants and conditions shall be automatically extended for successive periods of ten (10) years.

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

20. ENFORCEMENT.

a. Prior to any owner in his capacity as owner (hereinafter called "Complainant") bringing any action in any court of law against any other Lot for failure to comply with the terms of these Restrictions, the Complainant shall notify the Committee or the owner, as the case may be, by registered or certified mail, of the substance of the matter causing the complaint.

b. If the Committee, after considering the complaint pursuant to the terms of subparagraph (1) above, by majority vote decides against the offending owner, the Committee or the offending owner shall have a period of thirty (30) days from the date of such decision to remedy the matter complained of.

c. If, after the thirty (30) day period provided in subparagraph (2) above has expired, the offending party has not remedied the matter complained of, the Complainant shall have the right to institute suit in a court of law. If the Committee shall decide against the Complainant pursuant to subparagraph (2) above, the Complainant may immediately institute suit in a court

of law.

d. If suit is brought by the Committee or Complainant to remedy a violation of these covenants, the prevailing party shall be entitled to be reimbursed for reasonable attorneys fees incurred in the prosecution or defense of the action.

21. VARIANCES. The Committee, in its discretion, may allow reasonable variances and adjustments of these Restrictions in order to alleviate practical difficulties and hardship in their enforcement and operation. Any such variance shall not violate the spirit or the intent of these Restrictions.

To be effective, a variance hereunder shall be recorded in the Craven County Registry; shall be executed on behalf of the Committee and shall refer specifically to this Deed of Restrictions and Easements.

22. The Developer, MODO, INC. reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company or other utility company for the installation of underground electric cables which may require an additional contribution and/or the installation of street lighting, which will require a continuing monthly payment to Carolina Power & Light Company or other utility company by the owner of each building/lot.

IN TESTIMONY WHEREOF, said party of the first part, MODO, INC. has executed these Restrictive Covenants in its corporate name this the day and year first above written all by order of its Board of Directors.



MODO, INC.

BY:

Donald G. Lawrence
DONALD G. LAWRENCE
President

ATTEST:

Jacklyn B. Kast
JACKLYN B. KAST
Secretary

NORTH CAROLINA
CRAVEN COUNTY

I, Kathryn A. Richey, a Notary Public of the County and State aforesaid, certify that JACKLYN B. KAST personally appeared before me this day and acknowledged that she is the Secretary of MODO, INC., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by her as Secretary.

This the 22nd day of March, 1990.

Kathryn A. Richey (SEAL)
Notary Public

My Commission Expires: 3-29-92

State of North Carolina, Craven County

The foregoing certificate of Kathryn A. Richey is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Craven County, North Carolina in Book 1250, Page 328.

This 22 day of March, 1990, at 9:05 o'clock A. M.

[Signature]
Register of Deeds

[Signature]
Asst. Deputy Register of Deeds