

*Carl
Mullins*

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NORTH CAROLINA

ONSLow COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made and entered into this 17th day of ~~September~~ December, 1984, by DIX CREEK CORPORATION, a North Carolina corporation of Onslow County, North Carolina, hereinafter referred to as "Declarants";

W I T N E S S E T H:

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

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

ARTICLE I

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

BEING all of Lots No. 1 through 18 inclusive as shown on that Plat entitled Dix Creek Subdivision, as recorded in Map Book 22, Page 203, Slide C-71, in the office of the Register of Deeds of Onslow County, North Carolina, said recorded plat being incorporated herein by this reference for the purpose of providing a particular description.

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ARTICLE II

No lot or lots shall be put to any use other than for residential purposes, except that any lot may be used by the Declarants for a street or roadway, in the absolute discretion of the Declarants.

ARTICLE III

LAND USE AND BUILDING TYPE: No building shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupants only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. ^{These} ~~These~~ covenants shall not be construed to prohibit the use of a new single family dwelling as a model home for sale purposes.

ARTICLE IV

UTILITIES: The Declarants reserve for themselves, their successors and assigns, an easement and right at any time in the future to grant a right of way under, over and along 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, water, sewer, gas, telephone service, drainage or other utilities.

The Declarants further reserve the right to subject the real property described herein to a contract with Jones-Onslow Electric Membership Corporation for the installation of ^{OVERHEAD} ~~underground~~ electric ^{POLES} ~~cables~~ and/or the installation of street lighting, either or both of which may require an initial payment and/or continuing monthly payment to Jones-Onslow Electric

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Membership Corporation by the owner of each building located within said subdivision.

ARTICLE V

DWELLING QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet for a one-story dwelling.

ARTICLE VI

BUILDING LOCATION: No building shall be located on any corner lot nearer to the front lot line or any side street line than thirty-five (35) feet. No building shall be located with respect to interior side lot lines so as to be nearer than 8 feet to either such line. No dwelling shall be located on any interior lot nearer to the front lot line than thirty-five (35) feet nor nearer than 10 feet to the rear lot line. For the purpose of these covenants, eaves, steps, open porches and carports shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than 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.

ARTICLE VII

NUISANCES: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE VIII

EASEMENTS: Easements for the 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 or 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

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Improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE IX

LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

ARTICLE X

BUILDING PLANS AND SPECIFICATIONS: No dwelling or other building shall be erected upon any lot unless the plans and specifications are reviewed by seller.

ARTICLE XI

ERECTION OF FENCES: No fences in excess of six (6) feet in height shall be constructed between the front building line and the back lot line nearer than ten (10) feet to any lot line. No fence shall be erected between the front building line and the street right of way unless such fence shall be of an ornamental nature and not over three and one half (3 1/2) feet in height. Brick and split-rail fences shall be deemed to meet the requirements of this restriction.

ARTICLE XII

SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot parallel to the building line, one sign of not more than three (3) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

ARTICLE XIII

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

Garbage cans shall not be permitted to remain in the front yard except for normal garbage pickup.

ARTICLE XIV

SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 corner, from the intersection of the street 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 sight distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XV

TEMPORARY STRUCTURES: No structure of a temporary character, no trailer, manufactured home or modular home transported on chassis and wheels, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, mobile home, camper or like vehicle shall be parked on any lot at any time for any purpose, nor shall any such vehicle be allowed to remain on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage. This restriction shall not, however, prohibit the use of such temporary structures by builders or developers during and in the course of construction and sales of dwellings upon said lots.

ARTICLE XVI

TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these

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covenants are recorded, after which time such covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part.

ARTICLE XVII

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

ARTICLE XVIII

MODIFICATION: These restrictions are subject to being altered, amended, modified, cancelled 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 the Declarants or their successors in title and by any owner of not less than sixty (60) percent of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarants own sixty (60) percent or more of the subdivided lots, the Declarants may alter or amend these covenants without the consent or joinder of anyone.

ARTICLE XIX

SEVERABILITY: Invalidation of any one or more of these covenants by judgment or order of any court shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, DIX CREEK CORPORATION, has caused this Declaration to be signed in its corporate name by its

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President and attested by its Secretary and its corporate seal to be hereunto affixed the day and year first above written.

DIX CREEK CORPORATION



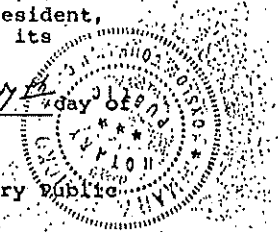
BY: Pansy B. Taylor President
Pansy B. Taylor, President

Norman E. Taylor, Sr.
Norman E. Taylor, Sr., Secretary

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Mary S. Licko, a Notary Public, do hereby certify that Norman E. Taylor, Sr., personally appeared before me this day and acknowledged that he is Secretary of DIX CREEK CORPORATION, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Secretary.

Witness my hand and notarial seal, this 17th day of Dec, 1984.



Mary S. Licko Notary Public

My commission expires: 10-28-86

NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Mary S. Licko

No ary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 720 Page 179 This 11 day of JANUARY

1985 AD 10:28 o'clock A M.
Waldred M. Thomas By _____
Register of Deeds, Onslow County Register of Deeds

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NORTH CAROLINA

ONSLow COUNTY

AMENDMENT TO RESTRICTIVE COVENANTS

THIS AMENDMENT to Restrictive and Protective Covenants made and entered into this 16th day of February, 1988 by DIX CREEK CORPORATION, a North Carolina Corporation, of Onslow County, North Carolina, hereinafter referred to as "Declarant";

WITNESSETH:

THAT WHEREAS Declarant caused those restrictive covenants recorded in Book 720, Page 179, in the Office of the Register of Deeds of Onslow County, North Carolina to be recorded;

AND WHEREAS, it has come to the attention of the Declarant that many of its potential buyers desire to erect modular and relocatable housing upon the property;

AND WHEREAS, Declarant owns more than sixty (60%) percent of the lots and is authorized by Article XVIII to modify and amend the Restrictive Covenants;

NOW THEREFORE, Article XV is hereby amended as follows:

Modular, manufactured homes and relocatable housing may be located upon any lot provided that such housing shall be permanently located upon a permanent foundation and all wheels and transport devices removed and the character of the unit changed to permanent and not be of a mobile character. Single wide mobile homes are expressly prohibited from being located upon the premises.

All other terminology of Article XV which may contradict the foregoing is hereby voided.

IN WITNESS WHEREOF, the Declarant has caused this amendment to covenants to be executed in its corporate name by its President, attested by its Secretary, all by authority

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of its Board of Directors as of the day and year first above written.

DIX CREEK CORPORATION

BY Pansy Taylor
President



ATTEST:
Thomas E. Taylor
Secretary

NORTH CAROLINA
ONSLOW COUNTY

I, Steve Marshburn, a Notary Public of the County and State aforesaid, certify that Pansy Taylor Thomas E. Taylor, personally came before me this day and acknowledged that ~~he~~ she is _____ Secretary of DIX CREEK CORPORATION, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by Thomas E. Taylor as its _____ Secretary.

WITNESS my hand and official stamp or seal, this 16 day of February, 1988.

Steve Marshburn
Notary Public

My Commission Expires: 8-24-92



NORTH CAROLINA, ONSLOW COUNTY Steve Marshburn
The foregoing certificate(s) of _____
Notary(es) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 866 Page 729 This 17th day of February 1988 at 9:09 o'clock A. M.
Richard M. Howard Register of Deeds, Onslow County