

**BK 5964 PG 920 - 927**

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax \$540.00 Recording Time, Book and Page set forth above

This instrument prepared by: Gaylor, Edwards & Vatcher, P.A.

Tax Parcel I.D.: 170982

Mail after recording to: Grantee

Brief description for index: Lot 19, Hewett Farm

The hereinafter described property \_\_\_\_\_ does xx does not include the primary residence of Grantor.

THIS DEED made this 3 day of May, 2023 by and between:

**GRANTOR:**

ATLANTIC CONSTRUCTION, INC., a  
North Carolina Corporation

*Mailing address:*

7 Doris Avenue E  
Jacksonville, NC 28540

**GRANTEE:**

SAMANTHA HALEY FLUCK and  
ABIGAIL LIZETE MEADOWS

*Mailing address:*

1768 Riggs Road  
Maysville, NC 28555

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does grant, bargain, sell, and convey unto the Grantee, in fee simple, all that/those certain tract(s), lot(s) or parcel(s) of land, situated in White Oak, Onslow County, North Carolina and more particularly described as follows:

Being all of Lot 19 as shown on a plat entitled, "Revised Final Plat of Hewett Farm Subdivision," dated July 22, 2022, prepared by John L. Pierce & Associates, P.A. and recorded in Map Book 82, Page 113, in the Office of the Register of Deeds of Onslow County, North Carolina.

Subject to those certain restrictive covenants, easements and agreements set forth on **Exhibit "A"** attached hereto and incorporated herein by reference, which shall be binding upon the Grantee, its successors and assigns, enforceable by the Grantor and/or any owner of a Lot described on the aforesaid recorded plat, and run with the land.

Submitted electronically by "Gaylor Edwards Vatcher LawFirm"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Onslow County Register of Deeds.

Subject also to the terms and conditions stipulated in Stormwater Permit Number SW8 210819, issued by the Department of Environment and Natural Resources (the "Permit"), specifically including, but not limited to the following:

1. The following covenants are intended to ensure ongoing compliance with the Permit, as issued by the Division of Energy, Mineral and Land Resources, Division of Water Quality (the "Division"), under NCAC 2H.1000.
2. The State of North Carolina is made a beneficiary of these deed restrictions to the extent necessary to maintain compliance with the Permit.
3. These restrictions and the Permit are to run with the land and be binding on all persons and parties claiming under them.
4. Alteration of the drainage shown on the approved plans may not take place without the express written consent of the Division.
5. The maximum allowable "built-upon area" per lot is **26,243 square feet**. This allotted amount includes any built-upon area constructed within the 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, coquina and parking areas, but does not include raised, open wood decking or the water surface of swimming pools.
6. In the case of a lot within CAMA's regulated AEC, where the Division of Coastal Management calculates a different maximum allowable built-upon area for that lot than is shown herein, the governing maximum built-upon area for that lot shall be the most restrictive of the two.
6. Filling in, piping or altering any vegetated conveyances, such as ditches, swales, etc., associated with the development, except for average driveway crossings, is strictly prohibited by any person.
7. A fifty (50) foot wide "no build" vegetated buffer must be provided adjacent to surface waters, measured horizontally from and perpendicular to the normal pool of impounded structures, the top of bank of both sides of streams and rivers, and the mean high waterline of tidal waters.
8. All roof drains shall terminate at least fifty (50) feet from the normal pool of impounded structures, the banks of streams and rivers, and the mean high waterline of tidal waters.
7. The Grantee, their heirs and assigns, are subject to enforcement action in the event of non-compliance with the terms and conditions of the Permit or stormwater rules under 15A NCAC 02H.1000, as amended under Session Law 2008-211, and in accordance with North Carolina General Statute Section 143, Article 21.
8. The stormwater restrictions set forth herein may not be altered or rescinded without the express written consent of the State of North Carolina, Department of Environment and Natural Resources, Division of Water Quality or such other authorized governmental agency or department.

By acceptance of this deed, Grantee assumes and agrees to be primarily responsible for the compliance with the restrictions and obligations set forth herein and the Permit with respect to the above described property, and to hold the Grantor harmless by reason thereof.

Grantor, its successors and assigns, reserves and retain the right and easement to go upon the above described property to inspect for the compliance with the Permit. Grantor, its successors and assigns, reserve the right and easement to maintain, repair, replace and construct ditches and devices necessary to insure that such property is in compliance with the Permit. Grantee shall be liable for all costs and expenses incurred in performing such corrective action, which costs and expenses, including reasonable attorneys' fees, may be recovered by Grantor by any legal or equitable proceeding.

The property hereinabove described was acquired by Grantor by instrument recorded in:  
Book 5898, Page 805, Onslow County Registry.

A map showing the above described property is recorded in: Map Book 82, Page (s) 113.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto  
belonging to the Grantee in fee simple.

THE GRANTOR COVENANTS WITH THE GRANTEE, that Grantor is seized of the premises in fee simple, has the  
right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that  
Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the  
exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

Property taxes for the current year and thereafter; restrictive covenants, general utility easements of record,  
reservation of oil, gas, mineral and other subsurface rights, of record, if any, and matters shown on any  
recorded plat of the above described property.

IN WITNESS WHEREOF, the Grantor has hereto set his hand, or if corporate or other entity, has caused  
this instrument to be executed by its duly authorized partner(s), manager(s) or officer(s), the day and year first  
above written.

ATLANTIC CONSTRUCTION, INC., a North Carolina  
Corporation

By: [Signature]  
Joseph J. Henderson, II - President

State of North Carolina

County of Onslow

I certify that the following person(s) personally appearing before me this day, each acknowledging to me that  
he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity  
indicated: JOSEPH J. HENDERSON, II

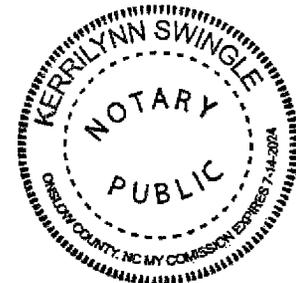
Date: May 3, 2023

[Signature]  
(Official Signature of Notary)

Kerrilyn Swingle  
(Notary's printed or typed name)

My Commission Expires: 7/14/24

(OFFICIAL SEAL)



**Exhibit "A"**

The following restrictions and easements shall apply to all lots, and owners thereof, shown on the plat of Hewett Farm recorded in Map Book 82, Page 113, Onslow County Registry (hereinafter sometimes referred to as the Subdivision, and shall be appurtenant to and run with the land:

1. **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 (1) single family dwelling not to exceed three (3) stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant 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 as the dwelling itself, except as may hereinafter be otherwise provided. This covenant shall not be construed as prohibiting the use of a new single family dwelling as a model home for sales purposes.
  
2. **DWELLING QUALITY AND SIZE:** The heated area of the main structure, exclusive of one-story porches and garages, shall be not less than 1,200 square feet. All exterior colors of the structure (i.e. exterior walls, window frames, soffit and shingles) and mailbox designs must be approved by the Grantor or its assign prior to construction.
  
3. **BUILDING LOCATION:** No building shall be located on any corner lot nearer to the front line or any side street line than as shown on the recorded plat nor nearer than 15 feet to the rear lot line. 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 as shown on the recorded plat nor nearer than 15 feet to the rear lot line. No garage or other permitted accessory building shall be located nearer than 15 feet to any rear lot line. For the purposes of this covenant, 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 ten percent (10.0%) 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.
  
4. **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.
  
5. **EASEMENTS: (A) Utility and Drainage Easements and Maintenance.** Easements for installation and maintenance of utilities, including, but not limited to septic system facilities, and drainage facilities are reserved as shown on any recorded plat of the Property, 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.  
**(B) Reservation of Right to Grant Future Easements.** The Declarant reserves for itself, its successors and assigns, an easement and right at any time in the future to grant an easement or right of way under, over, upon 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, gas, telephone, and cable service, drainage or other utilities, including water and sanitary sewer or storm water sewer services.
  
6. **ANIMALS, LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other customary household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. Owners shall be obligated to construct fences in compliance with the fence requirements set forth below, or invisible fencing, to insure pets remain confined on the owner's lot. Pets shall not be restrained on Lots by any chains, ropes or other leash type device anchored or fastened to a temporarily or permanently immovable object or structure. Any and all pets shall not be allowed off the owner's Lot, unless same are leashed, under the direct physical control of the owner at all times, and are not creating a nuisance to, or threat to the safety of, the other residents, or guests of residents, in the Subdivision. Any violation of the provisions set forth in this Article shall subject the lot owner to a fine, and/or a directive for the owner's animal to be permanently removed from the subdivision, as determined in the reasonable discretion of the Grantor, in accordance with North Carolina General Statutes Section 47F-3-102(12).

7. **ERECTION OF FENCES AND FENCE ENCROACHMENT EASEMENTS:** Every Grantee shall be entitled to construct a fence on his Lot, in accordance with the following specifications:
- (A) All fences shall be constructed so as not to exceed six (6) feet in height and shall be of wood or vinyl material, except as otherwise provided herein for ornamental fences. No chain link fences shall be permitted. All fences shall be natural wood color, white or such other color approved by the Grantor, in writing. Unless unduly burdensome due to topographical or other physical conditions, as determined by the Grantor, all fences shall be constructed on, or as close as reasonably possible to, the common property line with the adjacent Lot or Lots. The Grantor and all lot owners in the subdivision shall have the right to tie in with (i.e. connect to) an existing fence wall erected on adjacent Lots, such that the fence along the common property line becomes a shared fence wall. Every Owner is deemed to agree that minor deviations (i.e. less than one foot) in the actual layout of the fence along the common property line shall be waived upon completion of construction and adjacent property Owners shall have fence encroachment easements, not to exceed one (1) foot in width. No fence shall be erected between the front of the primary dwelling and the street right of way. Fencing traversing a Lot shall be parallel to the front lot line, unless otherwise agreed, in writing, by Grantor. Provided, however, that with respect to corner lots, no fencing shall be erected or maintained without the prior written approval of the Grantor, its successor or assign.
- (B) All reconstruction of such shared fence walls shall be subject to general rules of law regarding party walls. The cost of reasonable repair and maintenance of a shared fence wall shall be shared by the Owners who make use of the fence. Every Owner shall have an easement and right of entry upon the Lot of any other Owner to the extent reasonably necessary to perform repair, maintenance, or reconstruction of a shared fence wall and those improvements belonging to his Lot which encroach on an adjoining Lot. Such repair, maintenance, or reconstruction shall be done expeditiously, and upon completion of the work, the Owner shall restore the adjoining Lot or Lots to as near the same condition as that which prevailed prior to commencement of the work as is reasonably practicable.
8. **GARBAGE AND REFUSE DISPOSAL:** The lot shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste and recyclable materials shall not be burned or disposed of on the lot, and shall be kept in enclosed 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 for such materials shall be kept in an enclosed area, not subject to view from outside of the enclosed area, except for the pick up for disposal. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
9. **SIGHT DISTANCE AT INTERSECTION:** No fences, 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 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 upon any lot within 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.
10. **TEMPORARY STRUCTURES:** No structure of a temporary character, such as, animal kennel, trailer, storage shed, tent, shack, garage (not on a permanent foundation), barn or other outbuilding shall be erected or allowed to remain on the Lot, temporarily or permanently. Notwithstanding the foregoing, upon written request by the Grantee, the Grantor may, in its sole discretion, grant a variance to this restriction, provided such variance is for the location of a structure within an enclosed area to the rear of the main dwelling and substantially concealed from street view.
11. **DRAINAGE:** All driveways shall have drainage tile in the street ditches installed and sized in accordance with the N.C. State Highway recommendations.
12. **MISCELLANEOUS RESTRICTIONS:**
- (A) Operative motor vehicles used by a resident of a Lot as a primary source of transportation may be parked only in the driveway of such Lot Owner or in any garage space owned by the Owner of such Lot. However, the residents of any one Lot may not collectively park more than four (4) operative motor vehicles in the Subdivision. Inoperative, non-licensed and/or non-registered motor vehicles (collectively "Restricted Vehicles") may not be parked on the Properties (as defined in the Declaration), unless such Restricted Vehicles are parked in the garage and the garage door is completely closed. No auto maintenance and/or repairs may be performed on the Properties, except if performed inside the garage, or

behind an enclosed fence, of a Lot Owner. Motor vehicles, whether owned by the Lot Owner or not, parked in violation of any provision in this restriction, shall be towed away and stored at the Owner's risk and expense. By parking on the in the Subdivision, the owner of the vehicle or other vehicle user is deemed to waive any claim against the Grantor resulting directly or indirectly out of the towing and/or storage, unless the towing can be shown, by a preponderance of the evidence, to have been done maliciously. The Grantor is not obliged to try to determine the owner of a vehicle and first give notice, before authorizing the towing of the vehicle parked in violation hereof.

(B) No recreational equipment, including, but not limited to trampolines, swimming pools or other devices, other than non-portable basketball goals, shall be permitted in the area between the front of the dwelling situated on any Lot and the street right of way, provided that non-portable basketball goals shall not be permitted within the street right of way adjacent to any Lot.

(C) No boat or boat trailer shall be parked in the area between the front of the dwelling situated on any lot and the street right of way.

(D) Each Lot Owner shall be responsible for repairing, and restoring to its original condition, the non-paved portion of the street right of way adjacent to any Lot damaged by the parking of the owner's, their family members' or guests' motor vehicles in that area.

(E) All Lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth, including, but not limited to weeds and grass, or accumulation of rubbish or debris shall be permitted to remain on a Lot or within the right of way adjacent to such Lot. The Grantor, its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any Lot, easement or area between a Lot and the adjoining street right of way, but shall be under no obligation to do so. The cost and expense incurred by the Grantor for maintenance of a Lot, including, but not limited to, lawn mowing, shall be deemed an assessment to be paid by the Lot Owner, for which Grantor may impose a lien on such Lot and be enforceable in the same manner as provided in North Carolina General Statutes Section 47F-3-116. Grantor, its successors or assigns, further reserves the right to impose such other rules and regulations to prohibit "group" or "party" car washes and other activities which it deems an unreasonable annoyance or nuisance to the community.

(F) All mailboxes shall retain the same style, design, color and location of the mailboxes as originally provided at the time of initial construction. The Grantor reserves the right to approve the style, design, color and location prior to any original installation or replacement. Application shall be made to the Grantor prior to installation or replacement. By accepting a deed to any Lot, the Owner gives the Grantor the right to remove any non-approved mailbox in a reasonable manner; all costs for same shall be paid by the Owner, and all damages against the Grantor are waived.

(G) 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, 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 Grantor is not required prior to the display of such signs, the Grantor may itself remove, have removed, or require the removal of any such sign which in its opinion adversely affects the appearance of the community. A valid easement shall exist on any Lot for such removal by the Grantor 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 a 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, nor the erection of temporary banners for recognizing accomplishments of residents of the Subdivision. Notwithstanding the above, any additions to the Property 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 Grantor or its assigns.

(H) Lawn mowers, lawn equipment, animal kennels, bicycles, motorcycles, raw firewood, or other items of personal property may be stored only in a garage, behind and enclosed fence, or on that part of any Lot to the rear of the extended rear/back line of the dwelling so as to be shielded from view from any street to the greatest extent reasonably possible.

(I) Only draperies or blinds shall be permitted as window dressings hung at windows, or in any manner so as to be visible from the outside of any building erected upon any Lot, shall be permitted, unless otherwise approved by the Grantor.

(J) Clotheslines shall not be permitted, unless otherwise approved by the Grantor.

(K) Outdoor swimming pools, hot tubs, Jacuzzis, and other similar recreational facilities may be located only directly to the rear of the primary dwelling, and within an enclosed fence, on a Lot. All such facilities shall be subject to approval and compliance with all governmental laws and regulations.

(L) No Lot shall be leased for a term of less than thirty (30) days, nor shall any building or structure on any Lot be occupied other than by a "single family". Single family shall be defined as the Lot Owner or tenant, Lot Owner's or tenant's spouse or companion, their children, grandchildren, parents, grandparents, and siblings.

13. **REMEDIES:** In the case of failure of a Lot owner to comply with the terms and provisions contained in this set forth herein, the following relief shall be available:

a. The Grantor (whether or not the Grantor is the owner of any Lot), and any Lot owner, may proceed at law and in equity to prevent the violation of any term or provision of the covenants, restrictions, easements and agreements set forth herein, and also recover damages for such violation and the court in any such action may award the successful party said party's reasonable expenses and costs in prosecuting such action, including reasonable attorney's fees.

b. The remedies hereby specified are cumulative and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity or under any statute. No delay or failure on the part of the Grantor or an aggrieved party to invoke an available remedy with respect to a violation of any of these restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to that party upon the reoccurrence or continuation of said violation or the occurrence of a different violation.

14. **COMPLIANCE WITH DEPARTMENT OF TRANSPORTATION TRAFFIC MAINTENANCE STANDARDS**

Driveway headwalls, fences, mailboxes, newspaper delivery boxes, basketball goals or other roadside obstructions, constructed or placed within the right of way of any street as shown on the recorded plat of the Subdivision in a location or out of materials determined to be a traffic safety hazard by the North Carolina Department of Transportation or the Grantor, shall not be permitted. It shall be the duty of the Owner of any Lot to remove such obstruction, at the Owner's sole expense, within thirty (30) days following written notification of such objection by the North Carolina Department of Transportation or Grantor.

15. **STREET LIGHTING AGREEMENT:** The Grantor 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, and/or entrance sign lighting, either or all of which may require an initial payment and/or a continuing monthly payment to an electric company by the owner of each dwelling.

16. **ENFORCEMENT:** The Grantor (whether or not the Grantor is the owner of any Lot), any Lot owner in the Subdivision may proceed at law and in equity to prevent the violation or attempted violation of any term, covenant or provision of these restrictions, either to restrain violation or to recover damages for such violation and the court in any such action may award the successful party said party's reasonable expenses and costs in prosecuting such action, including reasonable attorney's fees.

17. **MODIFICATION:** Except as herein after provided, 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 the Grantor so long as it owns at least one (1) lot in the Subdivision. Following the conveyance of all Lots in the Subdivision, these covenants may be altered, modified, canceled or changed by sixty-seven (67% ) percent or more of the owners of lots. Provided however, no modification of any stormwaster restrictions may be made without the express written consent of the State of North Carolina, Division of Energy, Mineral and Land Resources.



**Tax Certification Form**  
(Check One Box)

- This certifies that there are no delinquent ad valorem taxes, or other taxes which the Onslow County Tax Collector is charged with collecting, that are a lien on:

Parcel Identification Number:

170982 S/F 168673 GRANTEE: SAMANTHA HALEY FLUCK  
and ABIGAIL LIZETE MEADOWS

This is not a certification that this Onslow County Parcel Identification Number matches the deed description.

- No certification required, as attorney statement that any delinquent taxes will be paid from closing proceeds is included on first page of deed, and the assessor has obtained the desired information from the conveyance (G.S. 105-303).

- Balance due on account. It must be paid to Onslow County Tax Collector. Please make payment within 5 days of closing.

**Betsy R. Brothers** Digitally signed by Betsy R. Brothers  
Date: 2023.05.15 09:50:12 -04'00'

Tax Collections Staff Signature

**05/15/2023**

Date

- This parcel may have deferred taxes which become due upon transfer of the property. Call the Tax Office, Land Records Division at 910-989-2204 for more information.