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For Amendment to this instrument refer to Bk 494 Page 425  
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BOOK 849 PAGE 493

NORTH CAROLINA

ONSLow COUNTY

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RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made and entered into this the 14th day of September, 1987, by DUDLEY McGOUGH and wife, ANITA McGOUGH, of Onslow County, North Carolina, hereinafter referred to as "Declarants";

WITNESSETH:

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 Swansboro Township, Onslow County, North Carolina, and is particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

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.

BOOK 849 PAGE 494

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. This 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 underground electric 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 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 800 square feet for a one-store dwelling,

nor less than 500 square feet for a dwelling of more than one story.

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 twenty-five (25) feet. No building shall be located with respect to interior side lot lines so as to be nearer than eight (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 ten (10) feet to the rear lot line. For the purpose of this 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 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.

ARTICLE VII

LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than seventy (70) feet at the minimum set back line, nor shall any dwelling be erected or placed on any lot having an area of less than fifteen thousand (15,000) square feet; except said minimum requirements do not apply to any designated and numbered lots on the plat herein referred to, if any such lot as shown does not meet these requirements.

ARTICLE VIII

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 IX

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

BOOK 849 PAGE 496

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 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 X

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 XI

BUILDING PLANS AND SPECIFICATIONS: No dwelling or other building shall be erected upon any lot unless the plans and specifications thereof meet or exceed the then existing VA or FHA requirements.

ARTICLE XII

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 XIII

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 XIV

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 XV

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 XVI

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 XVII

DRAINAGE: All driveways shall have drainage tile in the street ditches installed and sized in accordance with the North Carolina State Highway Commission recommendations.

ARTICLE XVIII

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 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 XIX

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 XX

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 XXI

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, the Declarants have hereunto set their hands and seals, this the day and year first above written.

Dudley McGough (SEAL)  
Dudley McGough

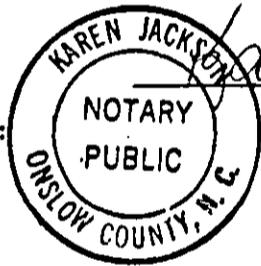
Anita McGough (SEAL)  
Anita McGough

NORTH CAROLINA  
ONslow COUNTY

I, Karen Jackson, a Notary Public in and for the County and State aforesaid, do hereby certify that Dudley McGough and wife, Anita McGough personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 14th day of September, 1987.

My Commission Expires: 3-1-89



Karen Jackson  
Notary Public

NORTH CAROLINA, Onslow County  
The foregoing certificate(s) of \_\_\_\_\_

Karen Jackson

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 849 Page 493 This 14th day of Sept. 19 87 A.D. at 4:17 o'clock P. M.  
Richard M. Thomas Register of Deeds, Onslow County By \_\_\_\_\_ Register of Deeds

BOOK 849 PAGE 500

## SCHEDULE A

Commencing at a point where the centerline of NCSR 1501 (60 foot Right of Way) intersects the extended Southern Right of Way of NCSR 1588; thence continuing along the centerline of NCSR 1501 South 09 degrees 26 minutes East 152.69 feet to a point; thence leaving said centerline and running South 80 degrees 34 minutes West 30.0 feet to an Iron Stake located on the Western Right of Way of NCSR 1501, said Iron Stake being THE TRUE POINT OF BEGINNING; thence continuing along said Right of Way South 09 degrees 26 minutes 00 seconds East 720.02 feet to an Iron Stake; thence leaving said Right of Way and running along the Northern line of Lot 10 as shown on map entitled "Queens's Creek North" and recorded in Map Book 24, Page 44, Onslow County Registry South 80 degrees 34 minutes West 180.0 feet to an Iron Stake; thence running along the Western line of Queens Creek North South 09 degrees 26 minutes East 37.96 feet to an Iron Stake; thence South 09 degrees 29 minutes East 698.03 feet to an Iron Stake; thence running South 80 degrees 31 minutes West 583.78 feet to an Iron Stake; thence cornering and running along the Eastern line of "The Pines" North 03 degrees 38 minutes 15 seconds West 1,464.00 feet to an Iron Stake; thence cornering North 80 degrees 34 minutes East 615.33 feet to the point and place of beginning. Containing 20.0 acres and being a portion of Tract IA as shown in Map Book 23, Page 137, Onslow County Registry. The courses contained within are correct in angular relationship and are referenced to Magnetic North as per Map Book 23, Page 12, Onslow County Registry. Surveyed by John L. Pierce, R.L.S., L-2596 dated March 5, 1987.

THIS PROPERTY IS TO BE KNOWN AS "QUEENS CREEK NORTH".

Coxe

BOOK 849 PAGE 501

September 14, 1987

The undersigned attorney, when preparing the attached instrument, which was recorded on August 28, 1987 in Book 847, Page 869, Onslow County Registry, caused it to be prepared showing the absence of the notary's signature.

Whereas the instrument should have been prepared showing the signature of the notary; and

Whereas said error is a minor error as defined in GS 47-31.1;

Now, therefore, in compliance with said statute, the undersigned has corrected the said error, and has caused the said instrument, together with this statement, to be rerecorded.

  
L. Robert Coxe