

BOOK 518 PAGE 895

NORTH CAROLINA:
ONSLow COUNTY:

THIS DECLARATION, made this 6th day of January, 1978, by Cris-Mar, Inc., a Maryland Corporation having its principal place of business in the State of Maryland, hereinafter referred to as "Declarant;"

WITNESSETH: That whereas Declarant is the owner of certain lands lying and being in White Oak Township, Onslow County, North Carolina, and more particularly described as follows:

Being all of Lots 1 through 7, Block A, inclusive; Lots 1 through 7, Block B, inclusive; Lots 19 through 24, Block B, inclusive; Lots 1 through 5, Block C, inclusive; Lots 17 through 22, Block C, inclusive; Lots 1 through 17, Block E, inclusive; as shown on a plat entitled, White Oak Estates, Section III, prepared by James E. Stewart & Associates, Inc., dated January, 1978, and recorded in Map Book 18, Page 29, Onslow County Registry.

WHEREAS, Declarant now desires to impose certain protective restrictions conditions, limitations, reservations, and covenants upon the ownership of said land in order to insure the most beneficial development of said property as residential property and to prevent such future use thereof as might tend to diminish the value and pleasurable enjoyment thereof.

NOW, THEREFORE, IT IS HEREBY DECLARED, that all of the land hereinabove described is now and shall in the future be held, sold and otherwise transferred and conveyed subject to the following covenants, conditions, restrictions, and reservations and limitations hereinafter referred to as Protective Covenants:

(1) LAND USE AND BUILDING TYPE. No land shall be used for other than residential purposes, provided this shall not forbid the erection of churches or similar places of worship complying with the other applicable restrictions. Otherwise, no building shall be erected, altered, placed or permitted to remain on any lot other than either one detached single-family dwelling or one two-family duplex apartment-type dwelling, neither to exceed two and one-half stories in height and a private garage for not more than two automobiles, and other appurtenant outbuildings.

(2) DWELLING COSTS, QUALITY AND SIZE. No dwelling shall be permitted to be constructed on any lot at a comparative cost of less than Ten Thousand Dollars (\$10,000.00), not including cost of lot, based upon cost levels prevailing on the date of recordation of this Declaration, it being the intention and purpose of Declarant to assure that all dwelling shall be of a quality of workmanship and material substantially the same or better than that which can be produced on said date of recordation at the minimum cost for the minimum permitted dwelling size stated herein. The ground floor area of the main structure of the single-family dwelling shall not be less than nine hundred sixty (960) square feet, and the ground floor area of the main structure of the two-family apartment duplex dwelling shall not be less than one thousand two hundred (1,200) square feet.

(3) BUILDING LOCATION. No building shall be located on any lot nearer to the front street lot line or nearer to the side street lot line than the minimum building set-back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than thirty (30) feet to the front street lot line, or nearer than twenty (20) feet to any side street line. No building shall be located nearer to an interior lot line than eight (8) feet, except that no sideyard shall be required for a garage or other permitted accessory building located seventy-five (75) feet or more from the minimum building set-back line. For the purpose of this Declaration, eaves, chimneys, steps, open porches, open carports and similar projections from the building shall not be considered to be part of the building. It shall be permissible to enclose an area, not to exceed one hundred (100) square feet, within or immediately adjacent to an open carport as a utility room, and this shall not be considered a violation of these covenants and shall not be

considered a part of the building for the purposes of this provision. Nothing herein shall be construed to permit any projections or other portions of any building to encroach upon another lot.

(4) LOT SIZE. No dwelling shall be erected, altered, placed or permitted to remain on any lot having a width of less than seventy-five (75) feet at the minimum set-back line and an area of less than eleven thousand two hundred fifty (11,250) square feet.

(5) EASEMENTS. Easements on, over and under the front or rear ten (10) feet of each lot, together with easements on, over and under each lot of the dimensions as shown on the plat hereinabove referred to are reserved for the installation and maintenance of utilities and drainage facilities. It shall be the sole responsibility and duty of the owner of each lot or parcel of land described in Article (1) herein, to maintain the drainage easement on said lot, free from any obstruction and in a manner satisfactory to the Veterans Administration and Federal Housing Authority.

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

(7) USE OF OUTBUILDINGS. No trailer of any kind, tent, shack, garage, barn, outbuilding or other structure of a temporary character shall be used for a residence on any lot either temporarily or permanently.

(8) ANIMALS. No horses, ponies, animals or livestock of any kind shall be raised, bred or kept on this property; except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, and provided such household animals do not become an annoyance or nuisance to the neighborhood.

(9) TERM. All of these protective restrictions, as herein set forth, shall run with the land unchanged and continue and be binding on all owners, their successors and assigns, and all persons claiming by, through, or under them for a period of twenty-five (25) years from date of recordation of this Declaration, after which time said protective restrictions shall be automatically extended for successive periods of ten (10) years, unless at anytime, and from time to time, the then owners of a majority of the lots as shown on the aforesaid plat modify, change or amend these protective restrictions by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and recording the same in the manner provided by law.

(10) ENFORCEMENT. Enforcement of this Declaration shall be through proceeding at law or in equity on the part of any person or persons owning any interest in the real property hereinabove described against any person or persons violating or attempting to violate any part hereof, either to restrain the said violation or to recover damages incurred thereby.

(11) No water well shall be drilled on any lot or septic tank installed without the written permission of Mercer Environmental Corporation, Jacksonville, North Carolina, its successors and assigns. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear ten (10) feet of each lot, and easements for drainage and utilities are reserved as shown and designated on the plat of said property hereinabove referred to.

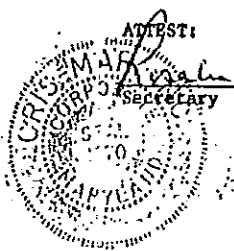
(12) No fence shall be placed across the front of any lot nearer the street than the front of the house erected upon said lot, and no fence shall be erected upon said lot nearer to a side street line than the side line of the house upon said lot nearest the said street.

(13) Cris-Mar, Inc, for itself, its successors and assigns, does hereby reserve the right to amend or alter the restrictions contained in these Articles so as to provide for minor violations thereof. The term, "minor violations," shall not be interpreted to include any violations in excess of ten (10%) percent of the minimum restriction. Such amendment or alteration may be made by written consent of Cris-Mar, Inc., its successors and assigns, and the owner or owners, from time to time, of the lot or plots upon

which such restrictive covenants are to be changed.

(14) SEVERABILITY. Invalidation of any one of these Protective Restrictions by judgment, judicial decree or court order, or otherwise, shall not affect in any manner or particular any of the other provisions contained in this Declaration and the remaining provisions shall thereafter.

IN WITNESS WHEREOF, the said Declarant, Cris-Mar, Inc., has caused this instrument to be signed in its corporate name, by its President and attested by its Secretary, the corporate seal to be hereto affixed, all by authority duly given, as of the day and year first above written.

ATTEST:
 K. Stewart
Secretary

CRIS-MAR INC.
BY: Martin Aragona, Pres
President

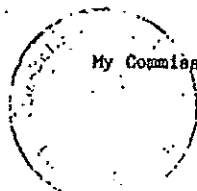
NORTH CAROLINA:

ONSLOW COUNTY:

This 6 day of January, 1978, personally came before me Martin Aragona, who, being by me duly sworn, says that he is President of Cris-Mar, Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given, and, the said President acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 6 day of January, 1978.

[Signature]
Notary Public



My Commission Expires: 3/11/80

NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Elizabeth M. Burns

Notary (ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 518 Page 895 This 19 day of JANUARY

1978 A. D. at 2:40 o'clock P. M.
Melvin M. Roman By _____
Register of Deeds, Onslow County Register of Deeds

