

STAR HILL GOLF AND COUNTRY CLUB

AND

COUNTRY CLUB POINT

PROTECTIVE COVENANTS

AS AMENDED, JUNE 13, 1985

(TEXT ONLY)

REGISTERED AND RECORDED

NORTH CAROLINA

CARTERET COUNTY

BOOK 529, PAGE 325

DECEMBER 19, 1985
3:35 P.M.

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

THESE AMENDMENTS TO PROTECTIVE COVENANTS DATED THE 13TH day of JUNE, 1985, by and between W. B. McLean and wife, Ruth McLean, William A. Shackelford and wife, Ethel L. Shackelford, Louise M. Spell (widow), Martha Howe (unmarried), and the undersigned owners of a majority of the lots in the subdivisions and real property hereinafter described to which these amendments are applicable;

WHEREAS, Star Hill Golf and Country Club, Inc. heretofore developed its property into subdivisions known as Star Hill Golf and Country Club and Country Club Point, and did cause maps of various blocks and sections of said subdivisions to be recorded as more particularly described hereafter, and Star Hill Golf and Country Club, Inc. did submit the various sections of said subdivisions to Restrictive Covenants recorded as more particularly described hereafter;

WHEREAS, said Restrictive Covenants authorize amendments to the various covenants applicable to the various Sections of Star Hill Golf and Country Club and Country Club Point by majority vote of the owners of the lots; and

WHEREAS, Star Hill Golf and Country Club, Inc., as the original developer of said subdivisions has been dissolved and W. B. McLean and wife, Ruth P. McLean, Louise M. Spell and Martha Howe as devisees of the estate of George Spell, and William A. Shackelford and wife, Ethel L. Shackelford are successors to the interests of Star Hill Golf and Country Club, Inc. as the original developers of Star Hill Golf and Country Club and Country Club Point;

WHEREAS, W. B. McLean and wife, Ruth McLean, Louise M. Spell, Martha Howe, and William Shackelford and wife, Ethel L. Shackelford and a majority of the owners of lots within said subdivisions more particularly described hereafter now desire to amend said covenants so as to provide for a uniform set of covenants applicable to all sections of Star Hill Golf and Country Club and Country Club Point, and have executed these amendments in order to promote a uniform and harmonious development and ownership of said lands as a desirable residential community;

NOW, THEREFORE, the parties hereto do hereby covenant and agree to and with each other and with all persons, firms, or corporations now owning or hereafter acquiring any portion of the real properties more particularly described hereafter, that said lands are hereby made subject to the following restrictions, covenants and conditions which shall be appurtenant to the ownership of any portion of said properties and which shall run with the ownership of any lot or parcel of land within the real properties hereafter described, except as provided herein, and shall be binding upon each portion of said tract of land and whomsoever owns the same, to wit:

1. Real Properties. The "lands" or "properties" which are subject to these covenants are more particularly described as lying and being in White Oak Township, Carteret County, North Carolina:

A. All lots in Section A of Star Hill Golf and Country Club as shown on a plat prepared by R. T. Burney and Associates, C. E., duly recorded in Map Book 7, page 37, Carteret County Registry.

B. All lots on the revised map of Section A, Star Hill Golf and Country Club as shown on a plat prepared by C. C. King, registered surveyor, duly recorded in Map Book 7, page 63, Carteret County Registry.

C. All lots in Section One of Country Club Point as shown on a map prepared by C. C. King, R. S., duly recorded in Map Book 7, page 68, Carteret County Registry.

D. All lots in Section B, Star Hill Golf and Country Club as shown on a map prepared by C. C. King, registered surveyor, duly recorded in Map Book 7, page 72, Carteret County Registry.

E. All lots in Section C of Star Hill Golf and Country Club as shown on a map prepared by C. C. King, R. S., duly recorded in Map Book 8, page 53, Carteret County Registry.

F. All lots in Section D of Star Hill Golf and Country Club as shown on a map prepared by C. C. King, Registered Surveyor, duly recorded in Map Book 7, page 93, Carteret County Registry.

G. All lots in Section Two of Country Club Point as shown on a map prepared by C. C. King, R. S., duly recorded in Map Book 8, page 27, Carteret County Registry.

H. All lots in Parcel One of Star Hill Golf and Country Club as shown on a map prepared by J. P. McLean, R. L. S., duly recorded in Map Book 17, page 72, Carteret County Registry.

2. Binding Effect. These covenants supersede the following covenants previously adopted and recorded relating to the subdivision properties and sections as described in Paragraph 1 as follows:

A. Restrictive Covenants as recorded in Book 303, page 279, Carteret County Registry applicable to Section "A" - Star Hill Golf and Country Club, Map Book 7, page 37, office of the Register of Deeds of Carteret County.

B. Restrictive Covenants as recorded in Book 326, page 110, Carteret County Registry applicable to Revised Map, Section "A" Star Hill Golf and Country Club - Map Book 7, page 63; Section "B" Star Hill Golf and Country Club - Map Book 7, page 72; and Section "D" Star Hill Golf and Country Club - Map Book 7, page 93, office of the Register of Deeds of Carteret County.

C. Restrictive Covenants as recorded in Book 328, page 91, Carteret County Registry applicable to Section Two, Country Club Point - Map Book 8, page 27, and Section "C" Star Hill Golf and Country Club - Map Book 8, page 53, office of the Register of Deeds of Carteret County.

D. Restrictive Covenants as recorded in Book 328, page 472, Carteret County Registry applicable to Section One, Country Club Point - Map Book 7, page 68, office of the Register of Deeds of Carteret County.

E. Restrictive Covenants as recorded in Book 444, page 166, Carteret County Registry applicable to Parcel One, Star Hill Golf and Country Club - Map Book 17, page 72, office of the Register of Deeds of Carteret County.

These covenants shall become effective January 1, 1986, and shall run with the properties described in Paragraph 1 above and shall be binding on all parties claiming under them for five (5) years at which time said covenants shall be automatically extended for successive periods of five years each, unless, by a vote of the majority of the then owners of the lots as aforesaid, it is agreed to change said covenants in whole or in part. These covenants shall also be binding on any tenants, renters or other persons claiming under or through any owners herein. It shall be the responsibility of the owners of any of the property subject to these covenants to insure that their tenants adhere to these covenants.

3. Violations. In the event of a violation or breach of any of these restrictions by any lot owner or any other person, W. B. McLean, William A. Shackelford, Martha Howe and Louise M. Spell as the successors to Star Hill Golf and Country Club, Inc., the developer of said subdivision properties described in Paragraph 1, and their successors and assigns, or the owners of any of the lots or parcels in the properties subject to these covenants as described in Paragraph 1 above, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach of these restrictions and/or to recover damages as compensation for a breach or violation of these restrictions. Likewise, in the event any of the owners of lots within the subdivision should hereafter form a property owners association for the purpose of promoting and protecting these covenants and the overall enhancement of roads, recreation facilities, and other common areas within the subdivision properties, then the property owners association may bring such proceedings against any person or persons violating or attempting to violate any of said covenants.

Any failure to enforce any right, reservation, or conditions contained in these restrictions however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach, or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.

4. Severability. If any of these restrictive and protective covenants shall be declared invalid by any court of competent jurisdiction hereafter, its invalidation by lawful judgment or court order shall in no wise affect any of the other provisions of these protective and restrictive covenants which shall remain in full force and effect.

5. Residential Use. All of the numbered lots on said maps recorded as set forth in Paragraph 1 above shall be known and described as residential building sites. All lots shall be used for residential purposes exclusively. No structure shall be constructed, altered, placed or permitted to remain on

to either approve or disapprove the plans within thirty days following receipt, the plans shall be deemed approved. In the event any plans are disapproved, they shall be returned promptly to the applicant with a statement in writing signed by three members of the Committee, one of which shall be a member appointed by the Association of Property Owners, as to the reasons for the disapproval and specifying that revised plans may be resubmitted and examined under the same terms and conditions as hereinabove set forth.

The Architectural Review Committee shall adopt By-laws and Rules concerning its procedures. The Architectural Review Committee shall use these covenants and any guidelines it should so adopt not inconsistent with these covenants with regard to the approval or disapproval of building plans.

In addition to the specific function and responsibilities granted herein to the Architectural Review Committee by these covenants, the Architectural Review Committee shall have the authority to approve or to disapprove the overall appearance of a residential plan and its appurtenant structures. The Committee may make recommendations for changes to improve the appearance and use based on local conditions and knowledge of the environment.

8. Prior Approval of Building Plans. No buildings, fences, docks or other structures shall be erected, placed or altered on any of the lots which are subject to these covenants until the building plans, specifications and plot plans fully disclosing location, size of the buildings, design or location of fences, docks or other structures have been submitted to and approved by the Architectural Review Committee. Other necessary permits required by any governmental agency shall be obtained at the owner's expense notwithstanding the approval by the Architectural Review Committee.

9. Minimum Building Requirements.

A. No building shall be located on any building site nearer to the front lot line than forty (40) feet nor less than forty (40) feet from the rear lot line. No building shall be located less than 10 feet from any side lot line. The location of any building on a corner lot shall be approved by the Architectural Review Committee.

B. The exterior of all houses and other structures must be completed within twelve months after construction is commenced, except under such circumstances where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

C. Each lot owner shall provide receptacles for garbage and trash in a screened area not generally visible from the road giving access to the lot, or shall provide underground trash and garbage receptacles or similar facilities. Likewise, all fuel tanks shall be enclosed within a fence, wall, or plant screen so that the same shall not be visible from any street or residence in the subdivisions.

D. No residential structure containing less than twelve hundred (1,200) heated square feet shall be constructed after the adoption of these covenants. "Heated square feet" shall mean the total enclosed area within a dwelling but excluding garages, boat sheds, terraces, decks, unenclosed porches, and similar areas.

E. Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot and no motor vehicle shall be parked on the streets in said subdivision.

F. Except for standard size real estate signs and occupant identification signs not to exceed two (2) square feet, no signs or billboards shall be erected or maintained on the premises. Only one real estate sign per lot shall be displayed for the purpose of selling or renting property.

G. No trade materials or inventories may be stored in the open on any lot and no commercial trucks or tractors may be stored or regularly parked on a lot. Provided, that any contractor or owner may store building materials and equipment on the premises on which he is constructing a residence temporarily while construction is being carried on.

H. No basement, tent, shack, garage or barn shall at any time be used as a residence, temporary or otherwise, nor shall any structure of a temporary nature be used as a residence, temporary or permanent. No tent, shack, barn, housetrailer or mobile home shall be erected, placed or allowed to remain on any building plot or lot restricted by these covenants. All recreational vehicles, i.e. self-propelled or trailers, shall be stored at the side or rear of a residence so as to be shielded or screened as much as is reasonably possible from the streets, fairways and neighborhoods. Said recreational vehicles may not be used as a temporary residence during the construction of a residence or in lieu of a residence.

I. No animals or poultry of any kind other than housepets shall be kept or maintained on any part of said properties. Housepets shall be limited to a total of three.

J. Garbage and trash containers may be placed on or near the street on the day of trash collection only, and shall be promptly removed following collection of the trash by the Town of Cape Carteret or any private garbage collection company. Such container shall thereafter be stored out of sight of the general public by a screen or in a garage or shed.

K. All property owners shall be required to keep and maintain their respective lots free of weeds, rubbish, debris and other objectionable materials or matter. Bulk assignees shall not be required to clear underbrush from unsold lots or acreage.

L. Satellite antenna dishes shall be camouflaged, screened or hidden so that the location of the same shall not be offensive to neighbors or to persons passing on the streets or fairways. Prior to the placement of any satellite antenna dishes, the location and method of screening or camouflaging shall be required to have been approved by the Architectural Review Committee.

M. Swimming pools, cabannas, pool pump and filter houses and garden houses (i.e. gazebos) will be permitted on said lots only with the approval of the Architectural Review Committee. Swimming pools constructed above the natural ground level are prohibited.

any lot in any of the subdivision sections or properties to which these covenants are applicable unless the same is a detached single family dwelling not to exceed two and one-half stories in height exclusive of basement. There will be allowed a detached structure not to exceed one story in height to be used as a private garage for not more than three cars. There will also be permitted structures for the support of the residence such as a tool shed or a pump house.

6. Subdividing. The lay of the lots as shown on the maps of the subdivision recorded as set forth in Paragraph 1 above shall be adhered to, and no lot or group of lots may be subdivided so as to provide a greater number of smaller lots except with the approval of the Architectural Review Committee as hereinafter established. However, more than one lot may be used for the erection or a placement of a residential structure provided the location of the structure and its external materials and external designs are approved in writing by the Architectural Review Committee, its agents, its successors or assigns. No additional streets, roadways or driveways, either public or private, shall be open from or through any lot to serve adjoining properties, except with the prior written consent of W. B. McLean, William A. Shackelford, Louise M. Spell, or Martha Howe or their successors and assigns.

7. Architectural Review Committee. There is hereby established an Architectural Review Committee which shall be composed of five (5) persons appointed as follows: three persons shall be appointed by W. B. McLean, William A. Shackelford, Louise M. Spell and Martha Howe as successors to the developers of Star Hill Golf and Country Club, Inc. or their successors and assigns. They shall appoint one of the three as the chairman of the Committee. The remaining two persons of the Committee shall be elected by any duly constituted association of property owners within Star Hill Golf and Country Club and Country Club Point representing the interests and general welfare of the majority of the property owners within the subdivisions to which these covenants are applicable. In the event the Association of Property Owners ceases to exist or competing Associations of Property Owners within the subdivision property subject to these covenants should hereafter arise, so that none of the Associations represent a majority of the property owners within the subdivision subject to this covenant, then W. B. McLean, William A. Shackelford, Louise M. Spell and Martha Howe as the successors to Star Hill Golf and Country Club, Inc., and their successors and assigns, shall have the right to appoint the remaining two persons to the Architectural Review Committee.

All appointments to the Architectural Review Committee shall be for a term of two years. In the event of the death or resignation of a member or the failure or refusal of the appointed member to carry out his duties and responsibilities as a member of the Committee so that he is removed by the person(s) or association so appointing him, then any successor shall be appointed by the same person(s) or association so appointing the member dying, resigning or otherwise being removed, to serve the remainder of the unexpired term.

The Architectural Review Committee shall meet upon call of its Chairman following twenty-four hours written notice unless notice is otherwise waived. The Committee shall have as its function and responsibility the examination, study and approval or disapproval of building plans. The committee shall approve or disapprove all plans submitted to it within thirty days after the plans have been received by the Committee. In the event the Committee fails

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR SECTION M, STAR HILL GOLF**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 29TH day of MARCH 2019 by STAR HILL GOLF CLUB OF CAPE CARTERET, NC, INC., Cape Carteret, North Carolina, herein "Declarant", with the joinder of the Star Hill and Country Club Point Owners Association, Inc., herein "Association", and the ARCHITECTURAL REVIEW COMMITTEE, heretofore established, herein "Committee"; and any and all persons, firms and corporations hereafter acquiring any of the lots within Section M of Star Hill Golf and Country Club Subdivision;

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in the Town of Cape Carteret, White Oak Township, Carteret County, North Carolina, which real property Declarant proposes to develop into a single family residential subdivision to be known as Section M of Star Hill through the recordation of a plat showing the division of said real property into 2 single family subdivision lots, herein "Property";

WHEREAS, the plat of Section M has been recorded in Map Book 33, page 161, Carteret County Registry, which shows the lots, easements and other particulars of the property;

WHEREAS, Declarant has developed Star Hill Golf and Country Club Subdivision into a high quality golf resort residential subdivision within the corporate limits of the Town of Cape Carteret with utility easements, and in order to continue to make the subdivision a desirable, attractive and healthful place to live and one in which the investment of property owners will be protected, the Declarant proposes to adopt these Covenants for the 2 Section M lots which will be binding on all lot owners and their heirs, successors in interest and assigns, and shall run with the lots and be binding on all lot owners therein;

Protective Covenants" as recorded in Book 529, page 325, as amended, with the Amendment in Book 529, page 325, establishing a voluntary owners association which has now been incorporated as Star Hill and Country Club Point Owners Association, Inc, and said referenced amendment further established the Architectural Review Committee, and set out rules and procedures for the approval of plans, landscaping and construction, and for the powers and authority of the Committee;

WHEREAS, Declarant intends to submit Section M lots to the Protective Covenants in Book 529, page 325, as amended, although different in certain respects, and to bring the Section M lots under the Association and the restrictions and authority of the existing Architectural Review Committee;

NOW, THEREFORE, in order to provide for the foregoing, the Declarant does hereby covenant and agree with all persons, firms or corporations now owning or hereafter acquiring any lots within Section M, that the use of lots in the Subdivision is hereby made subject to the following restrictions, covenants, terms and conditions which shall run with said land and shall be binding on all property owners within said Subdivision and their successors and assigns.

SECTION I DEFINITIONS

As used throughout this Declaration, the following terms shall have the definitions set out herein as follows:

A. "Association" shall mean and refer to Star Hill and Country Club Point Owners Association, Inc., a private non-profit voluntary association established in the instrument recorded in Book 529, page 325, Carteret County Registry;

B. "Committee" shall mean and refer to the Architectural Review Committee established under the Amendment in Book 529, page 325, and amendments thereto.

C. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Section M of Star Hill Golf and Country Club, and any amendments thereto as recorded in the Carteret County Registry.

D. "Declarant" shall mean and refer to Star Hill Golf Club of Cape Carteret, NC, Inc. and its successors and assigns. "Declarant" and "Developer" are interchangeable and have the same definition. The Association and Committee while not a Developer or Declarant, has executed these Restrictive Covenants in order to bring these Restrictions under the authority and power of the Association and Committee as established in Book 529, page 325 so that the Association and Committee in addition to the Declarant may enforce violations of these Covenants.

E. "Lot" shall mean and refer to any plot of land within Section M with or without improvements thereon, which constitutes or will constitute after construction of improvements, a single residential site as shown on the plats or plans for the Subdivision or amendments thereto, to be hereafter recorded in the Carteret County Registry.

F. "Owner" shall mean and refer to the owner of record of fee simple interest in any lot in the Subdivision, excluding those persons having such interest merely of the security interest for the performance of an obligation.

G. "Person" shall mean and refer to a natural person, corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

SECTION II PROPERTIES SUBJECT TO THIS DECLARATION

1. Applicability. The real property shown on the plat of Section M recorded in Map Book 33, page 161, Carteret County Registry, is the property made subject to the operation of these covenants.

2. Reservations. The Declarant reserves the right absolutely to change, alter or redesignate the allocated, planned, platted, or recorded use, area, or designation of any of the lots shown on the map of Section M so long as the Declarant retains title to the property involved, so long as any changes or alterations are in conformance with the Town of Cape Carteret's Subdivision and Zoning Ordinances, including, but not limited to the right to change, alter or redesignate utility and drainage facilities, and to change, alter or redesignate such other present or proposed lot lines and facilities as may, in the sole judgment of the Declarant, be necessary or desirable.

Section 3. Drainage and Utility Easements. Title to any other drainage or utility easements that may be located on or over any lot within the Subdivision shall remain in the lot owner but shall be subject to the continuing easement to the Declarant and other lot owners for the continued location, placement, maintenance and reconstruction of drainage ditches, utility systems for water, telephone, electrical and cable television, lines and equipment.

Section 4. Area Lights. Declarant reserves the right to assign utility charges and maintenance expenses associated with area or street lights placed within the subdivision for area lighting to one or more numbered lots for payment by the owners of the numbered lots at such time as houses have been constructed and located on the same.

SECTION III - ARCHITECTURAL CONTROL, INSPECTION AND USE RESTRICTIONS

Declarant, Committee and Association shall have the responsibility of enforcing the restrictions set forth in this section. . References in this Section to "Committee" shall mean the Architectural Review Committee heretofore established. The following architectural restrictions shall apply to each and every lot now or hereafter subject to this Declaration:

Section 1. Approval of Plans and Architectural Review Committee.

(a) The exterior of all structures located on, erected or permitted to remain on any lot shall be white or primarily neutral colors or natural materials. No concrete blocks, either in buildings or walls shall be used above finished ground elevation unless the blocks are covered with brick veneer, stone or stucco.

(b) No site preparation or initial construction, erection, or installation of any improvements, including, but not limited to, residences, outbuildings, fences, walls, signs, antennas and other structures, shall be undertaken upon any lot unless the plans and specifications therefore, showing the design, nature, kind, shape, size, height, materials, and location of the proposed improvements on the lot, including but not limited to, the house, decks, garage, driveway, parking areas, and general landscaping, as well as all permanent structures or changes to be made to the lot, shall have first been submitted to and expressly approved by the Committee in writing. No subsequent alteration or modification which will result in an exterior, structural change to the residence, outbuilding, or significant changes to the landscaping may be undertaken on any of the lots without the prior review and express written approval of the Committee.

(c) In the event the Committee fails to approve or disapprove the site or design of any proposed improvements within thirty (30) days after plans and specifications therefore have been submitted and received, approval will not be required, and the requirements of this Article will be deemed to have been fully met; provided, that the plans and specifications required to be submitted shall not be deemed to have been received by the Committee if they contain erroneous data or fail to present adequate information upon which the Committee can arrive at a decision.

(d) The Committee shall have the right, at its election, to enter upon any of the lots during site preparation or construction, erection or installment of improvements, to inspect the work being undertaken and to determine that such work is being performed in conformity with the approved plans and specifications and in a good and workmanlike manner, utilizing standard industry methods and good quality materials.

(e) The approval of any such plans, specifications or other items submitted to the Committee pursuant to this Section shall not impose any liability or responsibility on the Committee or the Declarant with respect to either the compliance or non-compliance with any such plans, specifications, or other items (including any improvements or structures erected in accordance therewith) with applicable zoning ordinances, building codes or other governmental or quasi-governmental laws, ordinances, rules and regulations or defects in or arising from such plans, specifications or other items (including, without limitation, defects relating to engineering matters, structural and design matters and the quality or suitability of materials).

(f) All lots are subject to the powers, authority and procedures of the Committee set out in Book 529, page 325 and subsequent amendments of Star Hill Golf and Country Club Point Subdivisions and various properties and sections brought under the same.

(g) With the submission of the plans and specifications, the Committee may require that the owner pay a non-refundable architectural review fee in such amount as may be established from time to time by the Association or Committee.

Section 2. Use Restrictions.

(a) All numbered lots shall be used for single family residential purposes only. No structures shall be constructed, altered, placed or permitted to remain on any lot in the subdivision unless the same is a single family residence.

(b) Mobile homes, trailers, manufactured homes, modular homes, tents and all other structures of a temporary character are expressly prohibited from being placed, put or maintained on any lot at any time. Provided, this prohibition shall not apply to shelters used by a Contractor or Builder during the construction of a single family dwelling so long as said temporary shelter is not used at any time as a residence and said temporary shelter is immediately removed following completion of the dwelling. As used herein, the term "mobile home" and "manufactured home" shall have those definitions and meanings set forth in G.S. 412.5, G. S. 143143.9(6), and G.S. 143145(7). Provided, that the width and length of a manufactured home, or mobile home shall be irrelevant and inapplicable as it is the intent of these covenants to prohibit manufactured homes, modular homes and mobile homes of all sizes regardless of length or width.

(c) Only stick built detached single family homes first submitted to and approved by the Architectural Review Committee shall be permitted on any of the lots within the subdivision. A "modular" home which is defined herein as a prefabricated structure having floors, walls, ceilings, or roof composed of sections or panels of varying size which have been fabricated prior to erection on a building foundation, shall be prohibited regardless of the manner in which the structure or home is transported to the lot. No buildings or structures of any kind shall be permitted on any lot within the Subdivision unless first submitted to and approved in advance by the Architectural Review Committee.

(d) All fuel tanks or similar storage receptacles are prohibited from being exposed to view. Any such receptacles may be installed only within a garage or permitted accessory building if allowed by building codes and regulations, or , within a screened area, or buried underground. Provided, the Declarant shall be permitted to erect, place or permit the placement of tanks, equipment and other apparati within the Subdivision for uses related to the provision of utilities to the Subdivision.

Section 3. Minimum Building Requirements. No residential structure shall be constructed on any of the residential lots within the Subdivision unless the residential structure shall contain a minimum of 1200 square feet of enclosed dwelling area for each residential structure. As used herein the term "enclosed dwelling area" shall mean the total enclosed heated area within a dwelling, excluding garages, terraces, decks, unenclosed porches, and similar areas. In the event the Declarant specifies a higher minimum square footage of enclosed

dwelling area in deeds to purchasers of lots within the Subdivision than as set forth in this paragraph, then the higher minimum square footage figure set out in the deed shall be controlling and shall be complied with.

(a) No building shall be erected or allowed to remain on any lot in said Subdivision within 40 feet of Club House Drive (the street abutting the front of each lot) or within 10 feet of any side line of each lot, or within 40 feet of the rear lot line, or as said setbacks may be shown on the recorded maps of the Subdivision, whichever is the greater amount of setback. If due to topography, irregular lot shape or similar factors directly related to other lots within the Subdivision, the setbacks herein would create a hardship or burden on an Owner, upon written application to the Architectural Review Committee, the Committee is authorized to vary said setbacks the minimum amount necessary in order to provide for a suitable and aesthetically pleasing structure on the subject lot. However, any such variance by the Committee would be subject to prior approval by the Town of Cape Carteret or other governmental agency having authority over the issuance of building permits and enforcement of Subdivision or zoning setback requirements.

(b) The exterior of all houses and other structures must be completed within twelve (12) months after construction is commenced, except under such circumstances where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. No house may be occupied unless it has been built substantially in accordance with the approved plans and specifications as approved by the Committee and a certificate of completion has been issued by the appropriate governmental inspector.

(c) Each lot Owner shall provide receptacles for garbage and trash in a screened area not generally visible from the road giving access to the premises, or shall provide underground trash and garbage receptacles or similar facilities. All fuel tanks and wood piles shall be enclosed within a fence, wall or plant screen or buried in the case of the fuel tank so that the same shall not be visible from any street or residence in the Subdivision.

(d) Each lot Owner shall provide space for parking two automobiles off the street, access easements or common areas prior to the occupancy of any dwelling constructed on said lot.

(e) A lot Owner shall be permitted to build, erect or maintain one detached garage or accessory structure for the storage of one or more vehicles, boat, recreational vehicle or equipment. However, the location and architectural plans and details must be approved by the Architectural Review Committee and the designs, appearance, materials and other details of the structure must be similar in style to the main dwelling. Likewise, in ground swimming pools, spas, decks, pool equipment structures or similar structures considered accessory and not exceeding 6 feet in height shall be permitted once approved by the Committee. Portable "kiddie pools" are permitted.

(f) Clothes lines and television satellite dish exceeding twenty four (24) inches in diameter are expressly prohibited. Any television satellite dish meeting the requirements of not

exceeding 24 inches in diameter shall additionally be installed at a location to the rear of the main dwelling and screened appropriately with fencing or vegetation so that the same may not be seen or observed from the adjoining lot or lots within the subdivision or from the Subdivision street on which the lot fronts. Antennae are expressly prohibited.

(g) The pickup of garbage, trash and refuse shall be in accordance with such rules and regulations as may be established from time to time by the Town of Cape Carteret.

(h) All driveways leading from Clubhouse Drive to the dwelling and/or structure located on said lots shall be paved with asphalt, cement, paving brick or other material approved by the Architectural Review Committee. Gravel or marl is prohibited unless approved in writing by the Committee.

(i) Campers, recreational vehicles or commercial trucks shall be parked either within the garage attached to the main dwelling, in an accessory building or in the side or rear yard behind appropriate vegetation or screening as approved by the Architectural Control Committee, unless the commercial truck is present only for a service call on a temporary basis.

(j) The only permitted access to each lot from Clubhouse Drive shall be over a culvert and driveway constructed over the drainage ditching and swales along Clubhouse Drive. No lot Owner shall fill in or alter any of the drainage system, ditches or swales of the Subdivision without the written approval of the developer.

(k) All fencing materials to include height and location shall be approved in advance by the Architectural Review Committee before being used or installed, and no fencing of any type shall be erected, placed or allowed to remain on the front lot line or street side of any lot beyond the facade of the exterior wall or porch of the home closest to the street right of way upon which the lot fronts.

Section 4. Nuisances, Inoperable Vehicles, Etc.

(a) No unlicensed, inoperable, unserviceable motor vehicles, appliances or other assorted junk and useless materials may be kept on any lot. All lots shall be maintained free and clear of rubbish and debris.

(b) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood. No horses, fowl, livestock or other animals shall be allowed on any of the lots, except that lot Owners or their tenants and guests actually residing upon their lots may keep pets which are customarily domesticated, tame and considered house pets such as dogs, cats and birds, so long as the type, nature or number of pets due to excessive ferociousness or barking do not constitute a nuisance or unreasonable annoyance to adjoining property owners.

(c) All buildings, structures and their appurtenances as well as the landscaping, sodding and appearance of each lot including vacant lots, shall be maintained in a reasonable state of repair and aesthetically pleasing in appearance without unsightly weeds and similar

conditions. In the event of damage to a building or other structure by fire or other casualty, the exterior of a building or structure shall be repaired within six (6) months or the building structure shall be demolished and the premises cleared of debris within six (6) months of the date the damage occurred. In the event a lot owner fails to comply with the requirements of this paragraph and written notice is given by the Declarant or Association and the Owner thereafter fails to correct the conditions, the Declarant or the Association may cure default by having the conditions corrected and the costs of the same may be assessed as a lien against the lot and the lot owner, and the lien may be foreclosed in the nature of the foreclosure of a mortgage under Chapter 45 of the North Carolina General Statutes, in addition to other rights or remedies available including a civil action for costs, interest at 12% per annum, and attorney fees as allowed by the Court.

Section 5. Signs. The Architectural Review may establish regulations and guidelines for uniformity of signage, and without the prior written permission of the Committee, no sign of any character shall be displayed on any lot. All signs shall be uniform and property identification signs shall not exceed two square feet, and "for sale" or "for rent" signs shall not exceed six square feet in size each. Provided, nothing herein shall prohibit the Declarant from erecting, placing or maintaining such signs as may be deemed necessary or appropriate by the Declarant for carrying out the Declarant's identification and marketing of the Subdivision.

Section 6. Subdividing. Except as to any lot still owned by the Declarant, no lot shall be further subdivided, or its boundary lines changed, except with the prior written consent of the Declarant. Likewise, no lot shall be used as a street, road, lane, way or easement over which access may be obtained from a lot to adjacent properties without the specific written consent of the Declarant. In the event the Declarant hereafter determines it necessary to alter or change any boundary lines or lot, then a revised plat of said subdivision or section thereof subject to the alteration or change shall be recorded, and all such lots thereon shall be subject to the terms and conditions of these covenants.

Section 7. Voluntary Membership in Association. Each lot owner may but is not required to join the Association. However each lot owner is subject to the control, approval and regulations by the Association and the Committee and by the recording of a deed, each lot owner agrees to be bound by these covenants and restrictions whether or not a member.

SECTION IV-ADDITIONAL RESTRICTIONS AND COVENANTS

The 2 lots in Section M are hereby made subject to all restrictions and covenants set out in Book 529, page 325, as amended in Book 786, page 172, and Book 817, page 702, as applicable, which are incorporated herein as if fully set out. In the event of a conflict between those incorporated herein and the covenants specifically set out in this instrument, those set out in this instrument shall have precedent and apply as they are more recent.

SECTION V - EASEMENTS

A. Utility Easements. The Declarant reserves unto itself a perpetual, alienable and releasable easement and rightofway on, over, under, through and upon the ground with men and equipment to erect, maintain, and inspect, repair and use electric and telephone poles, wires, cables, conduits, sewers, water mains and pipes and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewage, water and community utilities or conveniences in and over the front ten feet of each lot and eight feet along one side line of each lot and such other areas as may be shown on the recorded map of the Subdivision, together with the right to cut drainways for surface water whenever action may appear to the Declarant to be necessary in or to maintain reasonable standards of health, safety and appearance. These easements and rightofway expressly include the right to cut trees, bushes or shrubbery, grading of the soil, or to take similar actions reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Declarant further reserves the right to assign said easements to one or more public or private water and/or sewer utility companies for service to each lot in the future.

B. Street Lighting. The Declarant reserves the right to subject the real property in this subdivision to a contract with Carteret Craven Electrical Membership Cooperative for the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to the applicable electrical utility company by the Owner of each building or lot.

C. Drainage Easements. Each lot Owner shall keep free and clear any and all drainage easements shown on the recorded map of the Subdivision, and each Owner shall in no way obstruct, block or impede the flow of water through said drainage easements. In the event any lot Owner should obstruct, block or impede the flow of water through said drainage easements or allow said obstruction or blockage to remain so as to impede the flow of water, then the Declarant or Association shall have the right to clear said drainage easements and to recover from the party responsible for the cost of said clearing if said obstruction or blockage were the results of deliberate acts or negligence of the responsible party.

D. Water Utility. Although private wells are allowed on a lot for irrigation purposes, each owner shall be required to connect to and use West Carteret Water Corporation for water utilities for the residential structure.

SECTION VI - COVENANTS RUN WITH THE LAND

These Covenants and Restrictions shall run with the land and inure to the benefit of the lot owners for a term of twenty five years (25) years from the date these Restrictive Covenants are recorded. Thereafter, said Covenants shall be automatically renewed and extended for successive periods of five years (5) years each. These Covenants and Restrictions may be amended by an instrument executed by the owners of not less than three fourths of the lots within said Subdivision. Any amendment adopted pursuant to this Section must be properly recorded.

SECTION VII - VIOLATIONS

In the event of a violation or breach of any of these Covenants by any lot Owner or other person, the Declarant, Committee and Association or any one or more Owners of lots in the Subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms and conditions set forth herein and to prevent the violation or breach of these covenants, and to recover damages as compensation for a breach or violation of these covenants. Any failure to enforce any right, reservation, or conditions contained in these covenants, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.

SECTION VIII - INVALIDATION

The invalidation by a Court or other public agency of any of the provisions of these covenants shall not in any way affect any of the remaining provisions, and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the day and year first above written.

STAR HILL GOLF CLUB OF CAPE
CARTERET, NC, INC.

By: _____
President

JOINING IN THE EXECUTION OF THESE COVENANTS:

STAR HILL AND COUNTRY CLUB POINT OWNERS
ASSOCIATION, INC.

BY _____
President

Architectural Review Committee (by Majority)

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, _____, a Notary Public for the County and State aforesaid, certify that _____ as President of Star Hill Golf Club of Cape Carteret, NC, Inc. personally came before me this day and acknowledged the due execution of the foregoing instrument and _____ did execute in the capacity of president for and on behalf of said North Carolina Corporation by authority duly given and as the act of the company.

Witness my hand and official stamp or seal, this the ___ day of _____ 2019.

Notary Public

My Commission expires: _____

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, a notary public for the County and State aforesaid, certify that _____ personally appeared before me this date and acknowledged that (s)he is president of Star Hill and Country Club Point Owners Association, Inc., a North Carolina non-profit Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by said president for and on behalf of said Corporation.

Witness my hand and official seal this ___ day of _____ 2019.

My commission expires: _____

Notary Public
Printed Name: _____

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, the undersigned notary public for the County and State aforesaid, do hereby certify that _____, _____, _____ as members of the Architectural Review Committee, being a majority, personally appeared before me this date and acknowledged the due execution of the foregoing instrument for the purpose of joining in and consenting to the Covenants. This ____ day of _____, 2019.

My commission expires : _____

Notary Public

Printed Name: _____

**PREPARED BY: Richard L. Stanley, Attorney at Law, P.O. Box 150
Beaufort, North Carolina 28516**