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BOOK 1350 PAGE 491

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NORTH CAROLINA

ONslow COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, made this 14th day of January, 1997, by GROUP EIGHT, LTD., a North Carolina Corporation with its principal place of business in St. Pauls, Robeson County, North Carolina, hereinafter referred to as the DECLARANT:

WITNESSETH:

WHEREAS, the declarant are owners of real property known as Foxtrace Subdivision, Section 4, Phase 4b, lots 552-569 and lot 602, and recorded in Map Book 34 at Page 118, Slide J-385, and real property known as Foxtrace Subdivision, Section 4, Phase 4c, lots 603-609, and lots 570-579, and recorded in Map Book 34, at Page 115, Slide J-382, Onslow County Register of Deeds, to which for a more particular description reference is hereby made, and is desirous of subjecting said real property now to the protective and restrictive covenants herein set forth, each and all of which is and are for the benefit of such property and for each owner thereof and shall inure to the benefit of and pass and run with the said property and each and every lot or parcel thereof, and shall apply to and by the successors thereof; and

NOW, THEREFORE, the declarant hereby declares that the real property (Foxtrace Subdivision,) as hereinabove described is and shall be held, pledged, transferred, sold and conveyed subject to the restrictive and protective covenants as set forth hereinbelow:

ARTICLE I

PROPERTY: The subdivision identified as Section 4, Phase 4b, lots 552-569 and 602 and Section 4c, lots

603-609 and 570-579, shall be limited to single family dwellings: no duplexes, triplexes or quad-plexes. No lot shall have an impervious area of ground cover (as more particularly defined by Division of Environmental Management for the State of North Carolina) of more than three thousand (3,000) square feet. When two lots are combined per Article VI, then the maximum impervious area shall be six thousand (6,000) square feet. The allowable impervious area per lot as stated above shall include any built upon area therein between the edge of pavement and the right-of-way. These covenants shall define impervious area to include right-of-ways, paved right-of-ways, structures, pavement, walkways or patio of brick, stone or slate, not including wood decking.

ARTICLE II

LAND USE AND BUILDING TYPE: No numbered lot shall be used except for "single family residential purposes." "Single family residential purposes" is defined as a family unit related by blood or marriage as is customary in the area. A single family may consist of a single individual but shall not consist of units made up of a number of unrelated by blood or marriage individuals, whether adults or minors under the care of others wherein there is provided family care for usually two or more unrelated persons. A single family residential unit shall not be used nor shall residential purposes as herein set out be defined as covering the following types of uses: fraternities, sororities, family care homes, boarding homes, or any type residence in which a person or persons' care is paid for by himself or herself or others. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling as defined above not to exceed two and one-half stories in height and such 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. All construction shall be custom type construction built on the lot for residential or any other purposes. No mobile homes, doublewides or pre-manufactured homes or any unit requiring a Division of Motor Vehicles Certificate of Title shall be placed or constructed on any numbered lot in the subdivision hereinabove described. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

ARTICLE III

EASEMENT RESERVATION: The grantor reserves for itself as developer, its successors or assigns, in that capacity, an easement, 10 feet in width, 5 feet of each side of the side lot line of each numbered lot as herein in Article VI determined that adjoin other number lots and 10 feet in width along all streets and back lot lines, and right at any time in the future to grant a right-of-way under over and along said easement 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 of all utilities including electric power, gas, telephone service, Cable TV, drainage, or other utilities including water and sewer service. Within these easements, no structure, fence, 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 change the direction of flow of drainage channels in the easements, 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. It is specifically provided in these areas or any area designated for utility easements, that any fence constructed over these

areas shall be constructed in such a manner and maintained in such a way as to allow ingress and egress for said utilities.

ARTICLE IV

DWELLING, QUALITY AND SIZE: The ground floor of the main structure, exclusive of one story open porches and garages, shall be not less than 900 square feet for a one story dwelling, nor less than 700 square feet for a dwelling of more than one story.

ARTICLE V

BUILDING LOCATION: No building, dwelling or solar system shall be located on any numbered lot nearer to a front, side or rear lot than the minimum building line as shown on recorded plat hereinabove referred to, and/or as identified as the minimum set back in the subdivision regulations for Onslow County.

ARTICLE VI

LOT AREA AND WIDTH: No numbered lot shall be subdivided for purposes of construction except that a dwelling and its setback area may be built on one lot and a portion of another and the existing side lot line between the two said numbered lots be ignored, provided however, that the remainder of the lot divided shall be added to the adjacent lot and the dividing line between the divided lot shall be the new dividing line for purposes of setback of buildings as herein set out, unless the remaining portion of the lot from which a portion has been cut off is of a size sufficient in area to build a residence thereon. This shall be determined insofar as area is concerned as being of sufficient area to build on if said remaining portion of said lot is as large or larger than the smallest numbered lot in the above described and referred to subdivision and the dwelling placed thereon shall meet the minimum size requirement and be placed on the lot so as to meet the minimum building line setbacks and side and rear

line setbacks as hereinabove provided in (Article V). All numbered lots on the above described plat may be build on insofar as area is concerned.

ARTICLE VII

NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No unused or junk cars or parts thereof shall be kept on any lot in said subdivision. No more than two cords of wood shall be stored on any lot and none shall be sold from said lot.

ARTICLE VIII

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 household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Goats, cows, horses and ponies shall not be considered household.

ARTICLE IX

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 requirements of "minimum property standards for living unit".

ARTICLE X

ERECTION OF FENCES: No fence shall be erected between the front building line and the street right-of-way line except decorative fences such as split-rail or picket not in excess of three feet in height. For purposes of this article a chain length fence even though not in excess of three feet in height shall not be considered a decorative fence. No fence shall be erected between the front building line of the main dwelling and the back lot line in excess of six feet in height. Where corner lots occur with adjacent lots sharing the same right-of-way line, no fence in excess

of three feet in height shall be constructed along the right-of-way of the corner lots or nearer the right-of-way than the front building line of the adjacent lots. It is specifically provided in these areas or any area designated for utility easements, that any fence constructed over these areas shall be constructed in such a manner and maintained in such a way as to allow ingress and egress for said utilities.

ARTICLE XI

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 square foot parallel to the building line, one sign of not more than three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

ARTICLE XII

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 equipment for storage or disposal of such material shall be kept in clean and sanitary condition. Garbage can shall be enclosed in a container constructed to coordinate and/or match the home design.

ARTICLE XIII

SIGHT DISTANCE AT INTERSECTIONS: No fence, wall hedge, tree or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular sight area shown on the above referred to Map. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. This article shall be construed and interpreted

according to Department of Motor Vehicles regulations and their rulings shall control.

EXCEPTION: Entrance, fences and signs on Highway 1501.

ARTICLE XIV

TEMPORARY STRUCTURES: No structure of a temporary character, mobile home trailer, prefabricated or modular home or any unit requiring a Division of Motor Vehicles Certificate of Title, 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 unless it is parked behind the main dwelling structure or placed inside the carport or garage.

ARTICLE XV

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 said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE XVI

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 violation or to recover damage.

ARTICLE XVII

SEVERABILITY: Invalidation of any of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

ARTICLE XVIII

ALTERATION, MODIFICATION OR CHANGE IN THESE RESTRICTIONS: These restrictions as they apply to the

numbered lots hereinabove described may be altered, modified or changed at any time as to said number lots hereinabove described by written document executed and recorded in the Onslow County Registry by the then owners of not less than 60 percent of the numbered lots described in Article 1 above to which these restrictions apply. If the declarant owns 60 percent or more of the subdivided lots, the declarant may alter, modify or change these covenants without consent of anyone. Notwithstanding the above, none of the provisions of Article I may be changed or deleted without the written consent of the State of North Carolina.

ARTICLE XIX

STREET LIGHTING: The developer reserves the right to subject the real property in this subdivision to a contract with Jones Onslow EMC 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 a continuing monthly payment to Jones Onslow EMC by the owner of each building.

IN TESTIMONY WHEREOF, Group Eight, Ltd. has caused this Declaration to be signed in its corporate name by its President and attested by its Secretary, and its corporate seal to be hereunto affixed, by authority of its Board of Directors duly given the day and year first above written.



CORPORATE SEAL

Group Eight, Ltd.

ATTEST:

Joseph Hal Kinlaw, Sr.
 Joseph Hal Kinlaw, Sr., President

J. Hal Kinlaw, Jr.
 J. Hal Kinlaw, Jr., Secretary

STATE OF NORTH CAROLINA

COUNTY OF ROBESON

I, the undersigned, a Notary Public in and for said County and State aforesaid do hereby certify that Joseph Hal Kinlaw, Sr., personally came before me this day and acknowledged that he is President of Group Eight, Ltd., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by J. Hal Kinlaw, Jr., as its Secretary.

Witness my hand and official stamp or seal this the 14th day of January, 1997.



Sheila L. Covington
NOTARY PUBLIC

MY COMMISSION EXPIRES: April 22, 1999

NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Sheila L. Covington

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 1350 Page 491 This 12th day of February
1997 A.D. at 10:59 o'clock P.M.
Michael M. Roman By _____
Register of Deeds, Onslow County Register of Deeds