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NORTH CAROLINA

ONSLow COUNTY

AMENDMENT TO COVENANTS

THIS DECLARATION made this 16<sup>th</sup> day of September, 1985, by and between GRAHAM C. MILLER and wife, MARTHA T. MILLER, of the State of Florida, WILLIAM F. SIMMONS and wife, LINDA L. SIMMONS, of the State of Pennsylvania and EUGENE J. OCKULY and wife, NORA J. OCKULY, of Onslow County, North Carolina, hereinafter called "Declarants";

W I T N E S S E T H:

THAT WHEREAS, Declarants are the owners of a majority of the lots in the Town and Ranch Heights Subdivision as hereinafter described and as such majority, wish to amend that certain Declaration dated November 22, 1960, recorded in Deed Book 298, Page 5 in the office of the Register of Deeds of Onslow County, North Carolina.

NOW, THEREFORE, Declarants hereby declare that the real property described in and referred to in Article I herein is and shall be held, transferred, sold and conveyed subject to the restrictive and protective covenants hereinafter set forth.

ARTICLE I

The real property which is and shall be held, transferred, sold and conveyed subject to protective covenants set forth in these articles of declaration is located in Jacksonville Township, Onslow County, North Carolina, and is more particularly described as follows:

BEING all of the numbered lots in block numbers A, C, D, E, F, G and H inclusive as shown plats entitled "Map of Town and Ranch Heights Subdivision", parts 1 and 2 as recorded in Map Book 6, Pages 82 and 83 in the office of the Register of Deeds of Onslow County, North Carolina, said recorded plats being incorporated herein by this reference for the purpose of providing a particular description of said lots.

ARTICLE II

All lots shall be known and described as residential lots and no buildings, other than residences and accessory outbuildings and garages, shall be built on any lot or used for any purpose other than residential. No business, trade or commerce shall be operated on any part of any lot, nor shall any signs announcing or advertising any goods or services be displayed on any lots. This restriction shall not apply to a sales and information office to be erected by Declarants or their

agent on any lot in the subdivision so long as any of the lots remain unsold. Declarants also reserve the right to move the sales and information office from lot to lot as the subdivision progresses and agree to remove this office when all of the lots in the subdivision have been sold.

ARTICLE III

No structure shall be erected on any lot other than a detached single family dwelling not to exceed two and one-half (2 1/2) stories in height and a one (1) or more car garage and outbuildings. The following square footage requirement shall apply: Any one (1) story house with attached garage or carport shall have a minimum of 1400 square feet of living space; any one (1) story house without attached garage or carport shall have a minimum of 1700 square feet of living space; any one and one-half (1 1/2) story house shall have a minimum of 900 square feet on the ground floor, exclusive of garages or carports, and a minimum of 700 square feet on the second floor; any two (2) story house shall have a minimum of 800 square feet on the ground floor, exclusive of garages or carports, and a minimum of 800 square feet on the second floor; and any split-level house shall have a minimum of 1100 square feet on the ground floor, exclusive of garages or carports, and a total minimum square footage of 1600 square feet. A split foyer shall be considered a two (2) story house.

ARTICLE IV

No stables of any kind shall be maintained on any lot and 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 purpose. No dogs or cats or other household pets may be kept for any purpose unless they are confined to the premises of the owner by means of a fence, or pen or unless they are tied by chain, rope, or other securing devise which does not extend beyond the premises of the owner.

ARTICLE V

Minimum building setback lines shall be as shown on the recorded plat of the subdivision. No lot shall be subdivided, nor shall its boundary lines be changed, except with the consent of the Declarants or

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their successors, except that a lot may be subdivided in order to add each of its divided parts to adjoining lots thereby resulting in two larger lots rather than the three existing smaller lots.

ARTICLE VI

No trailer, basement, tent, shack, barn, or other outbuilding erected on any lot shall be used at any time as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted. No modular houses or structures shall be permitted.

ARTICLE VII

No trailer, tent, shack, or other temporary structure shall be permitted at any time on any lot, except building contractors' buildings or trailers shall be permitted during construction of permanent residences.

ARTICLE VIII

No residence or outbuilding or garage shall be erected on any lot with any type of exterior wall finish other than brick, wood siding, underwriter's approved composition siding, wood shingles, or natural stone. No exposed foundation or basement facing shall be of any material other than brick or natural stone.

ARTICLE IX

All driveways will be culverted and paved by the owner to join existing street pavement. All driveway culverts shall have brick headwalls constructed at either end of the culvert and culverts will be constructed in accordance with North Carolina Department of Transportation approved specifications.

ARTICLE X

The exterior of all residences and other permanent structures shall be completed within one (1) year after the commencement of construction except 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 structure shall be used at any time either temporarily or permanently as a residence until the exterior of such structure is completed.

ARTICLE XI

Every dwelling which may be erected on any lot shall have its heating supply furnished from a central hearing system located in the dwelling or on the premises, if coal, oil, or gas is used as fuel.

ARTICLE XII

In order to safeguard natural beauty of the area, in the clearing of any lot, prior to, during, or after construction, no debris, including trees, underbrush, etc., shall be burned on any of said lots, but shall be hauled away for burning or destruction elsewhere.

ARTICLE XIII

All plans for the construction of residences, garages, or other buildings, or for any addition to the aforesaid residences, garages or other buildings, must be approved by Declarants or their successor prior to construction.

ARTICLE XIV

All plumbing in any dwelling house shall be connected with an adequate approved sanitary septic tank properly constructed and maintained until such time as sanitary sewers shall have been installed by Declarants or by a political subdivision of which this subdivision is a part. Water systems shall be individual wells as approved by the local Health authorities until such time as a governmentally approved central supply system shall have been installed by Declarants or the political subdivision of which this subdivision is a part.

ARTICLE XV

Declarants reserve the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for the installation of underground electrical 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 Carolina Power and Light Company by the owner of each lot.

ARTICLE XVI

No fences higher than 4 feet in height shall be erected on any lot, except that this restriction shall not apply to any fence built to enclose a patio immediately adjacent to any dwelling and to any fence built 50 feet or more from a front property line. Corner lots are

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considered to have two front property lines. No metal or chain-link type fencing shall be permitted within 50 feet of a front property line. No fencing will exceed 6 feet in height. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over or under the front 10 feet of each lot shown on plat and over 10 feet along each side of each lot shown on the plat. No structure of any nature shall be built upon said easement areas except fences which may be removed. This reservation shall not be considered an obligation of Declarants to provide or maintain any utilities or drainage.

ARTICLE XVII

In the event of violation or breach of any of the covenants set forth in this Declaration, Declarants, the owners of lots in the immediate neighborhood or elsewhere in the subdivision, or any of them severally or jointly, shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof and to prevent the violation or breach of these covenants. In addition to the foregoing, Declarants shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of the terms of this Declaration, to enter upon the property where such violation exists and summarily remove such structure at the expense of the owner thereof, if after 30 days written notice of such violation it shall not have been corrected by such owner. Such entry and abatement or removal shall not be deemed a trespass. The failure of the Declarants or of any other party so entitled to enforce any covenant contained in this Declaration, 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. The invalidation by any court of any restriction contained in this Declaration shall in no way affect any of the other restrictions, which shall remain in full force and effect.

ARTICLE XVIII

These covenants and restrictions are to run with the land and shall be binding on all parties owning lots in the subdivision, and all persons claiming under them until November 1, 2010, at which time, said

covenants shall be automatically renewed for successive periods of ten (10) years, unless the majority of the then lot owners at that time or at the end of any subsequent ten (10) year period, agree to change the covenants in whole or in part.

IN WITNESS WHEREOF, the said Graham C. Miller and wife, Martha T. Miller, William N. Simmons and wife, Linda L. Simmons and Eugene J. Ockuly and wife, Nora J. Ockuly, have hereunto set their hands and seals the day and year first above written.

Graham C. Miller (SEAL)  
Graham C. Miller

Martha T. Miller (SEAL)  
Martha T. Miller

William N. Simmons (SEAL)  
William N. Simmons

Linda L. Simmons (SEAL)  
Linda L. Simmons

Eugene J. Ockuly (SEAL)  
Eugene J. Ockuly

Nora J. Ockuly (SEAL)  
Nora J. Ockuly

NORTH CAROLINA  
ONSLOW COUNTY

Melissa Garrett, a Notary Public in and for the County and State aforesaid, do hereby certify that Graham C. Miller and wife, Martha T. Miller personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal, this the 22 day of September, 1985.

Melissa Garrett Notary Public  
My commission expires: February 19, 1990

~~NORTH-CAROLINA~~ State of PENNSYLVANIA  
~~ONSLOW-COUNTY-~~ County of DELAWARE

Barbara Anne Casey, a Notary Public in and for the County and State aforesaid, do hereby certify that William N. Simmons and wife, Linda L. Simmons personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal, this the 18th day of September, 1985.

Barbara Anne Casey Notary Public  
My commission expires: November 9, 1986 (Radnor Township)

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NORTH CAROLINA  
ONslow COUNTY

I, Judith H. James, a Notary Public in and for the County and State aforesaid, do hereby certify that Eugene J. Ockuly and wife, Nora J. Ockuly personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 16th day of September, 1985.

My commission expires: April 4, 1990



STATE OF NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Debra Garrett, Barbare Anne Casey, Judith H. James is (are) certified to be correct. This instrument was presented for registration this 29 day of October, 1985, at 10:07 A.M., and duly recorded in the office of the Register of Deeds of Onslow County, North Carolina, in Book 753, Page 656. This the 29 day of October, 1985.

Richard M. Thomas  
REGISTER OF DEEDS

BY: -----  
ASSISTANT, DEPUTY  
REGISTER OF DEEDS