

DECLARATION

5-4-56

**E. N. RICHARDS, ET AL  
A PARTNERSHIP DOING BUSINESS AS  
ONSLow BUILDING COMPANY,**

**NORTH CAROLINA:  
ONSLow COUNTY:**

THIS DECLARATION, made this 23rd day of April, 1956, by and between E. N. and Richards, R. A. Bryan and C. B. McNairy, a Partnership doing business as Onslow Building Company, hereinafter called the Declarant,

WITNESSETH: That

WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter 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 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 Declarant hereby declares that the real property described in 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 in the articles of this Declaration is located in the County of Onslow, State of North Carolina, and is more particularly described as follows:

Being all of Lots Nos. 1 through 42, inclusive, in Block A; Lots 1 through 26, inclusive, in Block C; and Lots Nos. 1 and 2 in Block D, as shown on plat entitled "Subdivision Map No. 10, Showing a part of Northwoods, Jacksonville, North Carolina," dated April 1956, prepared by Herndon Edgerton, Engineer, and recorded in Book of Maps 5, Page 2, Onslow County Registry, North Carolina.

ARTICLE II

**LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

ARTICLE III

**DWELLING COST, QUALITY AND SIZE.** No dwelling shall be permitted on any lot at a cost of less than Five Thousand Five Hundred Dollars (\$5,500.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than eight hundred fifty (850) square feet for a one story dwelling, nor less than eight hundred fifty (850) square feet for a dwelling of more than one story.

ARTICLE IV

**BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line than Thirty (30) feet. No building shall be located nearer than Five (5) feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located One Hundred (100) feet or more from the minimum building set back line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.

ARTICLE V.

**LOT, AREA AND WIDTH.** No dwelling shall be erected or placed on any lot having a width less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,500 square feet.

ARTICLE VI

**EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear five feet of each lot.

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.

ARTICLE VIII

**TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

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ARTICLE IX

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 (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE X

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 damages.

ARTICLE XI

SEVERABILITY. Invalidation of any one 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.

IN TESTIMONY WHEREOF, The Declarant has caused this instrument to be executed in its partnership name by its partners the day and year first above written.

Onslow Building Company  
By E. N. Richards, Partner (SEAL)  
By R. A. Bryan, Partner (SEAL)  
By C. B. McNairy, Partner (SEAL)

NORTH CAROLINA:  
ONSLow COUNTY:

This 4th day of May, 1956, personally came before me Fanny May Bowers, a Notary Public in and for the said County and State, E. N. Richards, who, being by me duly sworn, says that he is a partner in the partnership of E. N. Richards, R. A. Bryan and C. B. McNairy doing business under the firm name of Onslow Building Company, and that the foregoing writing was signed and sealed by him in behalf of said partnership, and the said E. N. Richards acknowledged the said writing to be the act and deed of said partnership.

WITNESS my hand and Notarial Seal this 4th day of May, 1956.

Fanny May Bowers Notary Public.

N. P. Seal  
My com. exp: 1/27/57

NORTH CAROLINA:  
WAYNE COUNTY:

This 24 day of April, 1956, personally came before me, Hazel A. Harmon a Notary Public in and for the said County and State, E. N. Richards, R. A. Bryan and C. B. McNairy, who, being by me duly sworn, say that they are partners in the partnership of E. N. Richards, R. A. Bryan and C. B. McNairy doing business under the firm name of Onslow Building Company, and that the foregoing writing was signed and sealed by them, in behalf of said partnership, and the said R. A. Bryan and C. B. McNairy acknowledged the said writing to be the act and deed of said partnership.

Witness my hand and Notarial Seal this 24 day of April, 1956.

Hazel A. Harmon, Notary Public.

N. P. Seal  
My com. exp: 11-28-56

NORTH CAROLINA:  
ONSLow COUNTY:

The foregoing certificate of Fannie May Bowers and Hazel A. Harmon, Notary Public of Onslow and Wayne County is adjudged to be correct and sufficient. Let the instrument together with certificates be registered.

Witness my hand and seal this the 4 day of May, 1956.

Nora E. Phillips, Asst. Clerk Superior Court.

Filed for registration at 11 o'clock A.M. May 4, 1956, and duly recorded May 4, 1956.

Mildred M. Thomas, Register of Deeds.

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