

*Map*

NORTH CAROLINA  
ONSLow COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS made and entered into this 1st day of March, 1993 by Jerry C. Clodfelter and Ned S. Hurst, of Onslow County, North Carolina, hereafter referred to as Developer.

W I T N E S S E T H:

THAT, WHEREAS, the Developer is the owner of the real estate described in Article I of this declaration, and is desirous of subjecting said real property to the protective and restrictive covenants hereinafter set forth, each and all of which 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 Developer hereby declares that the real property described 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 herein is located in Onslow County, North Carolina, and is particularly described as follows:

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BEING all of lots numbers 1 through 15, inclusive, as shown upon plat entitled Holly Hill Estates prepared by Alan Bell, RLS No. L-2699 dated FEBRUARY 17<sup>TH</sup> 1993 and recorded in Map Book 29 Page 105 Slide G-53 in the office of the Register of Deeds of Onslow County, North Carolina, said recorded plat being incorporated herein by this reference for the purpose of providing a particular description.

## ARTICLE II

No lot or lots shall be put to any use other than for residential purposes, except that any lot may be used by the Developer for a street or roadway, in the absolute discretion of the Developer.

## ARTICLE III

LAND USE AND BUILDING TYPE: No building shall be used except for residential purposes. Double Wide Mobil Homes or Single Family dwellings only, No Single Wide Mobil Homes to be allowed. Homes must have Brick Veneer foundations to be constructed within (90) Ninety days of occupancy approval confirmed. No Mobil Home shall be over (5) Five years old and must be approved by Developer. No structure shall be erected, placed, altered, or permitted to remain on any such lot other than one private garage and such other 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. This covenants shall not be construed to prohibit the use of a new single family dwelling as a model home for sale purposes.

## ARTICLE IV

SATELLITE RECEPTION AND FUEL TANKS: All satellite dished and similar apparatus shall be located so as not to be visible. All fuel tanks and gas bottles shall be located so as not to be visible from the streets or from neighboring lots.

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ARTICLE V

**UTILITIES:** The Developer reserves for itself, its successors and assigns, an easement and right at any time in the future to grant a right of way under, over and 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 electric power, water, sewer, gas, telephone service, drainage or other utilities.

The Developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company 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 Carolina Power and Light Company by the owner of each building.

ARTICLE VI

**DWELLING QUALITY AND SIZE:** The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet (24 x 50) for a one-story dwelling.

ARTICLE VII

**BUILDING LOCATION:** No building shall be located on any lot nearer to the front, side and back of lot line than the setbacks indicated on the recorded plat. For the purpose of this covenants, eaves and steps shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

An error of not more than ten (10%) percent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

ARTICLE VIII

IMPERVIOUS COVER: No more than 6,900 square feet of any lot shall be covered by impervious or partially pervious cover; including buildings, pavement, recreation facilities, etc. but not including decking. This covenant is intended to insure continued compliance with stormwater runoff rules adopted by the State of North Carolina and therefore benefits may be enforced by the State of North Carolina.

The State of North Carolina is specifically designated as a beneficiary to provide for the enforcement of the above paragraph.

ARTICLE IX

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. Excessive noise levels are expressly prohibited.

ARTICLE X

EASEMENTS: Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the front ten (10) feet of each lot. Within these easements, no structures or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, 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.

ARTICLE XI

LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept upon 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.

ARTICLE XII

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 then existing VA or FHA requirements.

ARTICLE XIII

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 (1) square foot parallel to the building line, one sign of not more than three (3) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

ARTICLE XIV

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 incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Garbage cans shall not be permitted to remain in the front yard except for normal garbage pickup.

ARTICLE XV

TEMPORARY STRUCTURES: No structure of a temporary character transported on chassis and wheels, basement, tent, shack, garage

barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. No camper or like vehicle shall be parked on any lot at any time for any purpose, nor shall any such vehicle be allowed to remain 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. This restriction shall not, however, prohibit the use of such temporary structures by builders or developers during and in the course of construction and sales of dwellings upon said lots.

No fence of any kind shall be placed forward of the back corners of the dwelling. Any fence shall start at the back corners of the dwelling to the side lot lines of the lot and across the back line of the lot.

#### ARTICLE XVI

**DRAINAGE:** All driveways shall have drainage tile in the street ditched installed and sized in accordance with the North Carolina State Commission standards.

#### ARTICLE XVII

**TERMS:** 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 such covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part.

#### ARTICLE XVIII

**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 violations or to recover damages.

ARTICLE XIX

MODIFICATION: These restrictions are subject to being altered, amended, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Developer or their successors in title and by any owner of not less than sixty (60) percent of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Developer own sixty (60) percent or more of the subdivided lots, the Developer may alter or amend these covenants without the consent or joinder of anyone.

ARTICLE XX

SEVERABILITY: Invalidation of any one or more of these covenants by judgment or order of any court shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developers have hereunto set their hands and seals, this the day and year first above written.

HOLLY HILL ESTATES

BY: *Jerry C. Clodfelter* (Se.  
Jerry C. Clodfelter

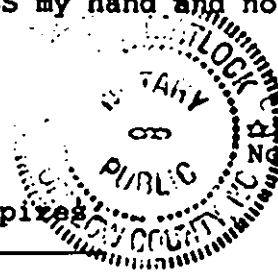
BY: *Ned S. Hurst* (Se.  
Ned S. Hurst

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NORTH CAROLINA  
ON SLOW COUNTY

I, Vikki L Matlock, a Notary Public in and for the County and State aforesaid, do hereby certify that Jerry C. Clodfelter personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 1st day of March, 1993.



Vikki L. Matlock  
Notary Public

My Commission Expires:  
May 20, 1997

NORTH CAROLINA  
ON SLOW COUNTY

I, Ferbie L. Hines, a Notary Public in and for the County and State aforesaid, do hereby certify that Ned S. Hurst personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 1 day of March, 1993.



Ferbie L. Hines  
Notary Public

My Commission Expires:  
June 28, 1997

NORTH CAROLINA, ON SLOW COUNTY  
The foregoing certificate(s) of

Ferbie L. Hines & Vikkie L. Matlock

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1098 Page 10 This 4th day of March 1993 A.D. at 4:11 o'clock P M.  
Michael M. Howard By \_\_\_\_\_  
Register of Deeds, Onslow County Register of Deeds