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Onslow County, NC
Mildred M Thomas Register of Deeds
BK 2245 PG 802-809

**NORTH CAROLINA
ONslow COUNTY**

DECLARATION OF COVENANTS

THIS DECLARATION, made this the 13th day of May 2004, by **BARRY-HURST, INC.**, hereinafter called the "Declarant".

WITNESSETH:

THAT, WHEREAS, Declarant is the owner of the real property described in Article I hereof and is desirous of subject said real property to 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 said property, and each and every parcel thereof, and shall apply to and bind the successors in interest of any owner thereof.

NOW, THEREFORE, Declarant hereby declares 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 the Articles of this Declaration is located in Jacksonville Township, Onslow County, North Carolina, and is more particularly described as follows:

BEING all of Lots 31, 32, 33, 34, 40, 41, 42, and 43 as shown on that map entitled "Oakhurst River Estates, Phase IV, Section IIIB", which map was prepared by Barden Lanier, RLS, is dated April 13, 2004, and is recorded in Map Book 46, Page 100, Slide L-244, Onslow County Registry.

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 lot. This restriction shall not apply to a sales or information office to be erected by Declarant or its agent on any lot in the subdivision so long as any of the lots remain unsold. Declarant also reserves the right to move the sales and information office from lot to lot as the subdivision progresses and agrees to remove this office when all of the lots in the subdivision have been sold.

ARTICLE III

No dwelling shall be erected on any lot other than a detached single family dwelling not to exceed two and one-half (2 ½) stories in height. Each dwelling shall have a minimum of a two (2) car garage. The following square footage requirements shall apply: Any one (1) story house shall have a minimum of 1,700 square feet of heated space exclusive of garage; any one (1) and one-half (½) story house shall have a minimum of 1000 square feet on the first floor and a minimum of 1,700 square feet total exclusive of garage; and any two (2) story house shall have a minimum of 1,700 square feet exclusive of garage. At no time may a garage be converted to living space.

ARTICLE IV

No more than 6,900 square feet of any lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials. This covenant is intended to insure continued compliance with storm water runoff rules adopted by the State of North Carolina and therefore benefits may be enforced by the State of North Carolina.

ARTICLE V

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 purposes. No dogs, 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, unless they are tied by chain, rope, or other securing devices which do not extend beyond the premises of the owner. 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 vehicles may remain on any lot at any time.

ARTICLE VI

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 Declarant or its 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 VII

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 mobile homes or double-wide modular trailers/homes shall be permitted.

ARTICLE VIII

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. No trailer, mobile home, camper or like vehicle shall be allowed to remain on any lot at any time for any purpose unless it is parked behind the main dwelling or placed inside the garage.

ARTICLE IX

No residence or outbuilding or garage shall be erected on any lot with any type of exterior wall finish other than brick, wood siding, underwriters' approved composition or vinyl siding, wood shingles, stucco or natural or composition stone. No exposed foundation or basement facing shall be of any material other than brick, stucco, composition stone or natural stone, except that a structure with stucco siding may have stuccoed foundation to match siding. Brick veneer dwelling must have solid footing foundations; non-brick veneer dwelling must have solid foundations, and all porches must have solid wall foundations. Decks at rear or side of house do not require solid foundations. All structures shall be completed on the exterior.

ARTICLE X

All driveways will be paved by the owner to join existing street pavement. All driveways crossing swaled ditches shall have culverts which shall have brick, concrete or stone or composition stone headwalls constructed at either end of the culvert and culverts will be constructed in accordance with North Carolina Department of Transportation approved specifications. Only concrete culvert pipe approved by North Carolina Department of Transportation shall be used. Headwall height shall not be higher than six (6) inches above adjacent concrete driveway level.

ARTICLE XI

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 XII

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

ARTICLE XIII

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

ARTICLE XIV

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

ARTICLE XV

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 Declarant or by a political subdivision of which this subdivision is a part. Water systems shall be governmentally approved central supply system.

ARTICLE XVI

The Declarant reserves the right to subject the real property in this subdivision to a contract with Progress Energy 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 Progress Energy by the owner of each building.

ARTICLE XVII

No fences higher than four (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 fifty (50) feet or more from a front property line. Corner lots are considered to have two (2) front property lines. No metal or chain-link type fencing shall be permitted. No fencing will exceed six (6) feet in height. The Declarant reserves for itself, its successors or assigns an easement and right 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, gas, telephone service, TV cables, drainage or other utilities, including water and sewer service. 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 Declarant to provide or maintain any utilities or drainage.

ARTICLE XVIII

No fence, wall, hedge or shrub planting which obstructs sight lines at elevation

between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular sight area formed by the triangle sight distances and street property lines as shown on said 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. All sight distances shall be maintained in accordance with current North Carolina Department of Transportation standards.

ARTICLE XIX

In the event of violation or breach of any of the covenants set forth in this Declaration, Declarant, 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, Declarant 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 thirty (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 Declarant 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 XX

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 May 10, 2024, at which time, said covenants shall be automatically renewed for

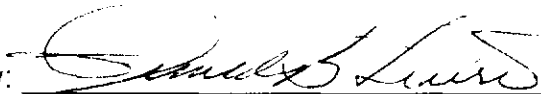
successive periods of ten (10) years, unless the majority of the then lot owners at that time or at the end of any subsequent ten (10) year period, agree to change the covenants in whole or in part.

ARTICLE XXI

These restrictions are subject to being altered, modified, canceled 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 Declarant or its successors in title and by the owners of not less than sixty percent (60%) 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 Declarant owns sixty percent (60%) or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone.

IN WITNESS WHEREOF, the said **GERALD B. HURST** has hereunto set his hand and seal the day and year first above written.

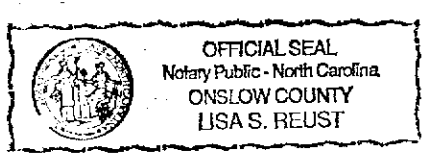
BARRY-HURST, INC.

By: 
GERALD B. HURST
PRESIDENT

**NORTH CAROLINA
ONslow COUNTY**

I, Lisa S. Reust, a Notary Public in and for the County and State aforesaid, do hereby certify that **GERALD B. HURST** personally came before me this day and acknowledged that he is President of **BARRY-HURST, INC.**, 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.

WITNESS my hand and notarial seal, this the 13 day of May, 2004.



Lisa S. Reust
Notary Public

My Commission Expires:

6/23/2004

NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Lisa S. Reust

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2245 Page 802 This 13 day of May 2004 A.D., at 10:14 o'clock A. M.

Michael M. Thomas By _____
Register of Deeds, Onslow County Register of Deeds