

✓ M&M Development  
ATTN: Danny Whaley  
166 Center St.  
JACKSONVILLE, NC 28546

NORTH CAROLINA, CARTERET COUNTY  
This instrument and this certificate are duly filed at the  
date and time and in the Book and Page shown on the  
first page hereof.

Melanie Arthur, Register of Deeds  
By Barbara Cohen  
Asst./Deputy, Register of Deeds

NORTH CAROLINA

DECLARATION OF RESTRICTIONS

Carteret COUNTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, M&M Land Development Inc., a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in the City of Jacksonville, State of North Carolina, hereinafter called "Developer", is the owner of all that tract of land located in Carteret County, North Carolina, and designated and known as River Watch, shown on that certain portion of deed book 31 page 298 to include lot #'s 1-20, 75-82, and 58-59 recorded in the office of the Register of Deeds of Carteret County.

AND WHEREAS, Developer desires to provide for stability and appeal in the development of said land:

AND WHEREAS, Developer prior to selling and conveying the aforesaid lots, desires to impose upon said lots certain mutual and beneficial restrictions, covenants, conditions and charges (hereinafter collectively referred to as "covenants") for the benefit of all the lots in the subdivision, in order to promote the best interest and protect the investments of Developer and Owners and to comply with certain regulations as may be established from time to time by the Division of Environmental Management.

NOW, THEREFORE, Developer hereby covenants and agrees to and with all persons, firms, corporations now owning or hereafter acquiring any of the numbered lots included on said plat, that all of said numbered lots shall be and the same now are, to the extent hereinafter defined and described, subject to the following restrictions as to the use thereof, running with said land by whomsoever owned, to wit:

BOOK 1235 PAGE 199

(19)

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No structures shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupancy only 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. All front yards and side yards must be sodded to the rear corners of the home. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

2. DWELLING, QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1800 square feet for a one story dwelling nor less than 900 square feet on the first floor of a building of more than one story.

3. BUILDING LOCATION: No building shall be located on any lot nearer than the setback line as shown on the recorded plat. A copy of the plot plan must be submitted with the plans to the architectural committee. No home may be built on any lot unless the plot plan has been approved by the architectural committee.

4. LOT AREA AND WIDTH: Lot area and width shall be determined by Carteret County Subdivision Regulations. The division of lots is permissible provided that the number of Lots in the Subdivision is not increased (ie., portions of lots are combined with other portions of one or more lots to form a news Lot). Any such Lot which has been formed with portions of one or more Lots shall be considered a Lot as defined herein notwithstanding the fact that said Lot actually consists of portions of more than one original Lot. Any subdivision must meet Carteret County Regulations.

5. 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 unlicensed or disabled vehicles may be kept on a lot. No boats, campers, or trailers may be kept on a lot other than in the rear of the home. No grass in any yard shall be allowed to be higher than six inches. If owner has not mowed grass within one week after being notified, then developer shall contract the mowing at the owners expense if he so chooses.

6. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot and such easements five (5) feet in width are reserved along each side line of each lot. Within these easements, no structure, 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 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.

7. 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 bred or maintained for any commercial purposes. It is specifically provided, however, that the keeping of more than two dogs, cats, or combination of household pets shall be deemed commercial for the purposes of this article. All dogs that are kept outside must be inside a fence. No Pitt Bulls, Rotweillers, or Dobermans shall be allowed to be kept in the subdivision.

8. 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 the North Carolina State Building Code. M&M Land Development, will retain architectural control of plans, specifications, color schedules of homes. Before any home is started 2 copies of the plans, specifications, color schedule, and plot plan must be submitted to the architectural committee for approval. Foundations shall be brick faced.

9. ERECTION OF FENCES: No fence shall be erected along the front line of any lot nor along the side line of any lot that adjoins a street. No fence of any type shall be erected or permitted to remain upon any lot closer to the front line of said lot than the rear of the primary residential dwelling. On a corner lot, no fence may be erected any closer to the side street than the minimum building line. No fence of chain link type construction is allowed. All fencing material must be PVC. The maximum height of any fence shall be 6' (foot).

10. Mail boxes will be a standard design for the subdivision. Developer will provide specifications for the mail box. Mail box post and arm will be white vinyl.

11. SATELLITE DISHES: No Satellite dishes of any kind shall be allowed or permitted upon any lot in the subdivision over 18" in diameter. No satellite dishes will be permitted to be placed in the front yard. No towers or any type shall be permitted.

12. 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.

13. 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 containers. This does not pertain to construction debris while house is under construction. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition.

14. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 4 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. 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. No trailer, mobile home, 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.

16. STORM WATER RUNOFF PROVISIONS: The following covenants are intended to ensure ongoing compliance with the State Stormwater Management Permit Number -SW8 060841 -----, as issued by the Division of Water Quality under NCAC 2H.1000. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the storm water management permit. These covenants are to run with the land and be binding on all persons and parties claiming under them. The covenants pertaining to storm water may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.

The maximum allowable built upon area per lot is--7,995.Ft. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pool. Nothing in these covenants shall prohibit Declarant from exceeding density limits through permits properly obtained through State Stormwater Rules, which may include engineered systems. Any of the provisions of this instrument may be amended, modified, or terminated to comply with storm water rules now or hereafter adopted by the State of North Carolina by an instrument in writing executed by Declarant, its successors or assigns.

Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings is strictly prohibited by any persons. Each lot will maintain 30' wide vegetated buffer between all impervious areas and surface waters. All roof drains shall terminate at least 30' from the mean high water mark.

17. DURATION, AMENDMENT AND TERMINATION: These covenants contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of one (1) year. This Declaration may be amended in full or in part during the first twenty (20) year period by an instrument signed by not less than a majority of the Owners, however, that no amendment shall be made to Item 15 without the consent of the Director of the Division of Environmental Management of the Department of Natural Resources and Community Development of the State of North Carolina or any subsequent department or agency of the State of North Carolina having jurisdiction over storm water runoff regulations. To be effective, any amendment must be recorded in the office of the Register of Deeds of Carteret County, North Carolina and a marginal entry of the same must be signified on the face of this declaration.

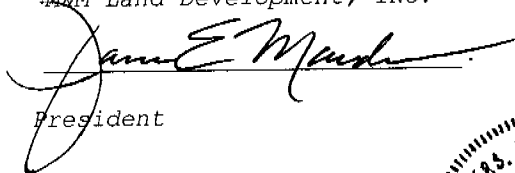
18. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.


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

20. The developer reserves the right to subject the real property in this subdivision to a contract with Carteret-Craven Electric Membership Corporation for the installation of street lighting, which requires a continuing monthly payment to Carteret-Craven by residential customer.

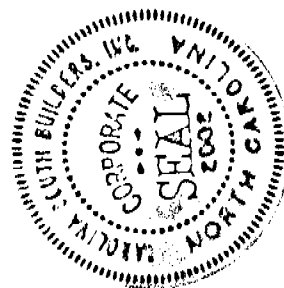
IN TESTIMONY WHEREOF, M&M Land Development, INC., has caused this Declaration to be signed in its corporate name by its President and attested by its Secretary and its corporate seal to be hereunto affixed this 9<sup>th</sup> day of August, 2007.

M&M Land Development, INC.

  
President

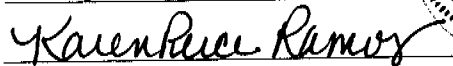
  
Secretary

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW



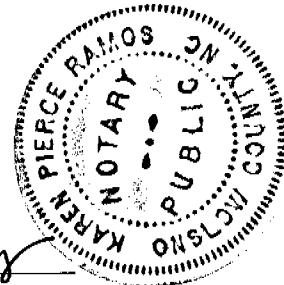
I, Karen Pierce Ramos A Notary Public, do hereby certify that Danny Whaley personally appeared before me this day and acknowledged that he is Secretary of M&M Land Development, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and notary seal this 9<sup>th</sup> day of August, 2007

  
Notary Public

Notary Public

My Commission expires: 11/4/2008



BOOK 1235 PAGE 199