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Onslow County, NC
Maryland K. Washington Reg. of Deed

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Prepared by: LANIER & FOUNTAIN/jlw

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

DECLARATION OF RESTRICTIVE COVENANTS
FOR WINDING RIVER ESTATES SECTION I & SECTION II

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 4 day of June, 2008, by A. SYDES CONSTRUCTION INC., a North Carolina corporation, hereinafter called "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 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

SUBJECT PROPERTY: 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:

Tract I:

Being all of the Lots as depicted on map entitled "Final Plat Winding River Estates Section I A Planned Residential Development Richlands Twp., Onslow Co., North Carolina" Owner/Developer A. Sydes Construction Inc., dated 1/21/08 and prepared by Parker & Associates, Inc., and recorded in Book 55, Page 146, Slide M-500, in the Onslow County Register of Deeds Office.

Tract II:

Being all of the Lots as depicted on map entitled "Final Plat Winding River Estates Section II A Planned Residential Development Richlands Twp., Onslow Co., North Carolina" Owner/Developer A. Sydes Construction Inc., dated 5/15/08 and prepared by Parker & Associates, Inc., and recorded in Book 55, Page 220, Slide M-574, in the Onslow County Register of Deeds Office.

ARTICLE II

PURPOSES: No lot or lots shall be put to any use other than for residential purposes, except that any lot which is owned by Declarant may be used by the Declarant for a street or roadway.

ARTICLE III

LAND USE AND BUILDING TYPE: No building shall be used except for residential purposes. No structure shall be erected, placed, altered, or permitted to remain on any such lot other than single family or duplex townhouse dwellings 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 occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with general architectural design and construction standards used as the dwelling itself. This covenant shall not be construed as prohibiting the use of a new single family dwelling as a model home for sales purposes by the Declarant, its agents, or designees.

ARTICLE IV

DWELLING QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 1100 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

ARTICLE V

BUILDING LOCATION: No building shall be located on any corner lot nearer to the front line or any side street line than as shown on the recorded plat. No building shall be located with respect to interior side lot lines so as to be nearer than 8 feet to either such line. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat nor nearer than 10 feet to the rear lot line, and no garage or other permitted access or building shall be located nearer than 10 feet to the rear lot line. For the purposes of this covenant, eaves, steps, open porches, and carports 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 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 VI

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 VII

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet 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 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.

The Grantees reserve for themselves, their 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, gas, telephone service, drainage or other utilities including water and sewer services.

ARTICLE VIII

LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind to include horses 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 commercial purposes. Any and all pets shall not be allowed on the premises unless same are under the direct control of the owner at all times and are not creating a nuisance to the other owners within the property.

ARTICLE IX

BUILDING PLANS AND SPECIFICATIONS: No dwelling or other building shall be erected upon any lot unless the plans and specification thereof meet or exceed the requirements of "minimum property standards for one and two living units". (FHA. No. 300), Federal Housing Administration.

ARTICLE X

ARCHITECTURAL CONTROL: No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material, and location of the same shall have been submitted to and approved in writing as to harmony of external design to include painting and location in relation to surrounding structures and topography by an architectural committee composed of three (3) representatives chosen by the Declarant. In the event said designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with.

A. **Outside Antennas:** No outside radio or television antennas shall be erected on any lot or dwelling unit within the Properties unless and until permission for the same has been granted by the architectural control committee.

B. **Exterior Lights:** All light bulbs or other lights installed in any fixture located on the exterior of any building or any lot shall be clear, white, or non-frost lights or bulbs.

C. **Fences:** No fences may be installed or erected upon any lot without the consent of the architectural committee.

ARTICLE XI

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 material shall be kept in a clean and sanitary condition.

ARTICLE XII

SIGHT DISTANCE AT INTERSECTIONS: No fences, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 upon 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 distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XIII

TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding temporarily or permanently. No trailer, mobile home, camper or line vehicle shall be parked on any lot at any time for any purpose nor shall any vehicle be allowed to remain on any lot at any time for any purposes unless it is parked behind the lot at any time for any purposes unless it is parked behind the main dwelling structure or placed inside the carport or garage.

ARTICLE XIV

DRAINAGE: All driveways shall have drainage tile in the street ditches installed and sized in accordance with the N.C. State Highway recommendations.

ARTICLE XV

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 such time such 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 with the exception of Article XX.

ARTICLE XVI

STORM WATER RUNOFF: The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW807031 I MOD, 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 stormwater 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 stormwater 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 no more than 6,000 square feet FOR Lots 19-24, 26-27, 29-31, 39-41, 45, 47, 48; 9,500 square feet FOR Lots 2-4, 6-10, 12-15, 18, 25, 28, 32-34, 36-38, 42-44, 46, 49; 12,000 square feet FOR Lots 1, 5, 16-17, 50; 13,184 square feet FOR Lot 11; 13,140 square feet FOR Lot 35; 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, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

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 a thirty (30) foot wide vegetated buffer between all impervious areas and surface waters. All roof drains shall terminate at least thirty (30) feet from the mean high water mark of surface waters.

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 stormwater rules now or hereafter adopted by the State of North Carolina by an instrument in writing executed by Declarant, its successors or assigns.

ARTICLE XVII

STREET LIGHTING AGREEMENT: The Declarant reserves the right to subject the real property in this subdivision to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, and entrance sign lighting, either or both which may require an initial payment and/or a continuing monthly payment to an electric company by the owner of each dwelling.

ARTICLE XVIII

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

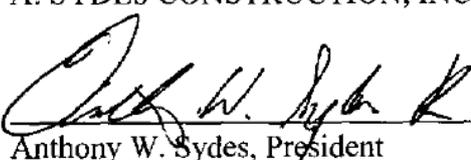
ARTICLE XIX

MODIFICATION: These restrictions are subject to being altered, 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 their successors in title and by the owner 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 Declarants own sixty (60%) percent or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

ARTICLE XX

SEVERABILITY: Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

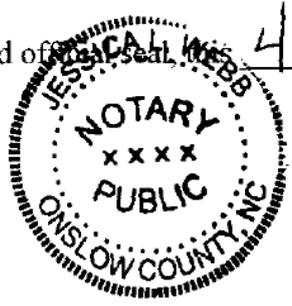
IN WITNESS WHEREOF, S & J Developers, Inc. have caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, as of the day and year first above written.

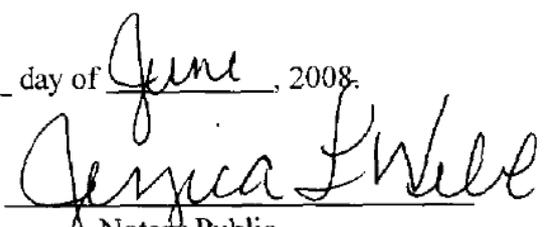
A. SYDES CONSTRUCTION, INC.
 (Seal)
Anthony W. Sydes, President

State of North Carolina
County of Onslow

I, a Notary Public in and for said County and State, certify that Anthony W. Sydes personally came before me this day and acknowledged that he is President of A. Sydes Construction, Inc., a corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this 4 day of June, 2008.




Notary Public

My commission expires
12-02-2011