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Fee Amt: \$32.00 Page 1 of 7
Onslow County, NC
Mildred M Thomas Register of Deeds
BK **2468** PG **908-914**

NORTH CAROLINA
ONSLow COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made the ___ day of April, 2005 by A.R. Bell Construction Inc., RHC Construction & Realty Inc., and John Willard Simpson, hereinafter called "Declarant."

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real property described in Paragraph 1 of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, 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, Declarant hereby declares that the real property in and referred to in Paragraph 1 hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

1. DESCRIPTION OF REAL PROPERTY:

The real property which is, and shall beheld, 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 1 through 24 as shown on survey plat entitled "Final Plat Harvest Plantation, Richlands Township, Onslow County, NC," dated October, 29, 2004, prepared by Gairy Canady Land Surveying and recorded in Map Book 47, Page 132, Slide L-511, Onslow County Registry.

2. GENERAL RESTRICTIONS:

Section 1. Residential Use: No lot, lots, or portions thereof shall be put to any use other than for residential purposes, except that any lot may be dedicated by the Declarant for a street or roadway. No structure shall be erected, altered, placed or permitted to remain on any Lot other than a single, one (1) family dwelling. Each dwelling shall contain a minimum of 1200 heated square feet, and if two-story, the first floor shall contain a minimum of 600 square feet. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales/rental purposes.

Section 2. Prohibited 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 temporary or permanently. No trailer, mobile home, camper or like vehicle shall be allowed on the property at any time, or which is designed to be disassembled and relocated shall be allowed. It is specifically the intention and purpose of this covenant to prohibit the location of mobile homes, trailers, relocatable houses, or similar type structures on the property. This covenant shall not be construed as

prohibiting the use of such a structure as a sales/rental model, office or construction site facility.

Section 3. Building Location: No building, residence, garage or other permitted accessory building shall be located on any lot nearer to the front line, any side street line, interior or rear lot line, as shown on the recorded plat. For the purpose of the covenant, eaves, steps, open porches, and carports shall not be considered as a 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 covenants.

Section 4. Nuisances: No noxious, offensive, or illegal activity shall be carried on or conducted upon any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood. All Lots, whether occupied or unoccupied, shall be well-maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted to remain on a Lot. No automobile, other vehicle(s), motorcycles(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage. Declarant, its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so. The Declarant may contract for, and assess to owner, any maintenance necessary to enforce his covenants.

Section 5. Animals: No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept, but not for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot. Any exception must be approved by the Declarant.

Section 6. 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 burned or disposed of on any Lot and shall be kept in sanitary containers. All equipment for storage prior to disposal of such material shall be kept in a clean and sanitary condition. The Declarant reserves the right for itself, its successors and assigns, to contract for garbage collection services for each lot in the subdivision and the Lot owner shall be responsible for the payment of such garbage services to the company providing the same.

Section 7. Sight Distance at Intersections: No fence, wall hedge or shrub planting which obstructs sight lines at elevations 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 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, as indicated on the final plat.

Section 8. Subdivision: No lot shall be subdivided if the result of each subdivision is separate ownership of less than a whole Lot; provided, however, that the Declarant, its successors or assigns, reserves the right to make minor boundary line adjustments between lots so long as said adjustment does not exceed ten (10%) percent of the total area of a given lot; and further provided that one lot may be combined with another lot or lots or a portion thereof to create a larger lot, in which case these Restrictive Covenants shall be construed to apply to the larger lot so created.

Section 9. Vehicles, Boats, Storage, Travel Trailers, etc: No vehicle without current inspection sticker, vehicle over 5000 pounds empty weight, camper trailer, motor homes or bus shall be parked overnight on any lot except in an enclosed garage; provided, however, guests of an owner may so park such vehicle for a period not to exceed seven (7) days each calendar year. A pleasure boat on its trailer may be parked and raw firewood, bicycles, motorcycles, or the items may be stored only on that part of any lot away from the street lying beyond the front line of the house so that it is not viewable from any street. No automobile, other vehicle(s), motorcycle(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage.

Section 10. Swimming Pools: Outdoor swimming pools, hot tubs, Jacuzzi's, and other similar facilities may be located on a lot, and shall be screened and fenced. All such improvements shall be subject to approval and compliance with the governmental laws and regulations.

Section 11. Clotheslines: Clotheslines shall be not more than six feet (6') in height from the ground and shall not be viewable from the street, or shall be surrounded by a privacy fence.

Section 12. Fence Minimum Requirements: No fences over six (6) feet in height shall be constructed between the back building line and the back lot line. White vinyl fences, manufactured wood fences, brick walls or fences may be erected between the front building line and the back lot line. Fences shall not be constructed in the minimum building setback line on corner lots. White vinyl fence, manufactured wood fence, brick fences or walls, or other types of fence shall not be placed in other areas without prior written approval from the declarant. Before the placing or erecting any fence on any lot the condition of these Articles of these Restrictions must be met.

Section 13. Street Lighting Agreement: The developer 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, either or both which may require a continuing monthly payment to an electric utility company for the owner of each dwelling.

3. EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are served as shown on the recorded plat and over the rear ten (10) 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 a 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 grantor reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over and long ten (ten) feet off 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.

For a period of two (2) years from the date of conveyance of the first Lot in the subject property, the Declarant reserves a blanket easement and right of way on, over and under the ground to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary.

Following such action the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of its intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice. At the expiration of such two (2) year period, said easement to correct drainage shall automatically expire.

5. GENERAL PROVISIONS:

Section 1. 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 (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for a successive periods of ten (10) years.

Section 2. Enforcement: In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concur claiming by, through or under the undersigned, or by virtue of any judicial proceeding, the Declarant, its successors and assigns and the owners of the number lots in the subdivision, or any of them jointly or severally, shall behave the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. Costs and reasonable attorney fees shall be recoverable by the Association as part of any judgment or order to enforce these Restrictive Covenants. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Section 2.1. Remedies Extended to the State of North Carolina: To ensure that this subdivision is maintained consistent with the laws of the State of North Carolina, the State of North Carolina is specifically empowered to take such acts necessary by and through its officers to enforce any of these covenants against an Owner. The State of North Carolina is specifically made a beneficiary of these covenants.

Section 3. RESERVED

Section 4. Modification of Restrictive Covenants: Except as to specific rights retained by Declarant, 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 during the first twenty (20) year period by written documents executed by the Declarant or their successors in title and by the owner of not less than ninety percent (90%) or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone. After the expiration of the initial twenty (20) year period, 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 not less than seventy-five percent (75%) of the Lot Owners, and

recorded in the office of the Register of Deeds of the County in which this Declaration is recorded.

Section 5. Severability: Invalidation of any one of these covenants or restriction by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

6. STORMWATER MANAGEMENT RESTRICTION:

The following covenants are intended to ensure ongoing compliance with state stormwater management permit as issued by the Division of Water Quality. These covenants may not be changed or deleted without the consent of the State.

(a) The following covenants are intended to ensure ongoing compliance with state stormwater management permit number _____ as issued by the Division of Water Quality. These covenants may not be changed or deleted without the consent of the State.

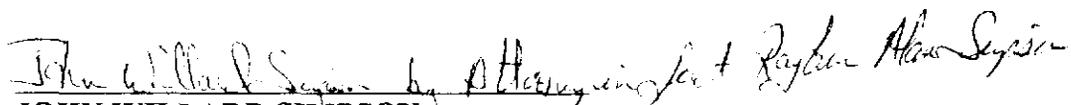
(b) No more than ⁷¹⁷⁷~~7503~~ square feet of any lot shall be covered by structures or impervious materials. Impervious materials include asphalt, gravel, concrete, brick, stone, slate or similar material but do not include wood decking or the water surface of swimming pools.

(c) Swales shall not be filled in, piped, or altered except as necessary to provide driveway crossings.

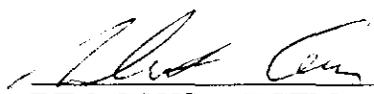
(d) Built-upon area in excess of the permitted amount requires a state stormwater management permit modification prior to construction.

(e) All permitted runoff from outparcels or future development shall be directed into the permitted stormwater control system. These connections to the stormwater control system shall be performed in a manner that maintains the integrity and performance of the system as permitted.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or if corporate, 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, this the day and year first above written.



JOHN WILLARD SIMPSON



RHC CONSTRUCTION & REALTY INC.



A.R. BELL CONSTRUCTION INC.

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, the undersigned, a Notary Public of the aforesaid county and state aforesaid, do hereby certify that **Robert H. Cameron** personally appeared before me this day and acknowledged that he is **President of RHC Construction & Realty Inc., a North Carolina Corporation** and acknowledged on behalf of **RHC Construction & Realty Inc.**, the execution of the foregoing instrument for the purpose therein expressed.

Witness my hand and notarial seal, this 13 day of _____, 2005.

Crystal P. Willaford
Notary Public

My commission expires: 05-31-2008



NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Crystal P. Willaford

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Michael M. Thomas Register of Deeds for Onslow County
Deputy/Assistant-Register of Deeds

STATE OF NORTH CAROLINA
ONSLow COUNTY

I, the undersigned, a Notary Public for said County and State aforesaid, do hereby certify that **Rayburn Simpson**, as individual and as attorney in fact for **John Willard Simpson**, personally appeared before me this day, and being by me duly sworn, says that he/she executed the foregoing and annexed instrument for and in behalf of the said **John Willard Simpson**, and that her/his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the Office of the Register of Deeds, Book 2377, Page 106 106 of Onslow County, State of North Carolina, on the 13 day of June 2005, and that this instrument was executed under and by virtue of the authority given by said instrument granting her/him power of attorney.

I do further certify that the said **Rayburn Simpson**, acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said **John Willard Simpson**.

Witness my hand and official seal, this the 13 day of June 2005.

Crystal P. Willard
Notary Public
My Commission Expires: 05-31-2008

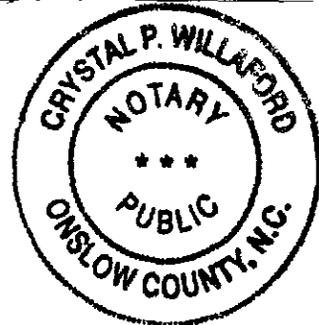


STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, the undersigned, a Notary Public of the aforesaid county and state aforesaid, do hereby certify that **Arthur Ray Bell, Jr.** personally appeared before me this day and acknowledged that he is **President** of **A.R. Bell Construction Inc.**, a **North Carolina Corporation** and acknowledged on behalf of **A.R. Bell Construction Inc.**, the execution of the foregoing instrument for the purpose therein expressed.

Witness my hand and notarial seal, this 13 day of June, 2005.

Crystal P. Willard
Notary Public
My commission expires: 05-31-2008



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Onslow County, NC
Mildred M Thomas Register of Deeds

BK **2632** PG **485-490**

NORTH CAROLINA
ONslow COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made the le day of April, 2005 by Rayburn Alan Simpson and Jean Simpson, hereinafter called "Declarant." 2006

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real property described in Paragraph 1 of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, 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, Declarant hereby declares that the real property in and referred to in Paragraph 1 hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

1. DESCRIPTION OF REAL PROPERTY:

The real property which is, and shall beheld, 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 the Lots, numbered or otherwise, as shown on survey plat entitled "Section 2-Final Plat Harvest Plantation, Richlands Township, Onslow County, NC," date March 23, 2006, prepared by Gairy Canady Land Surveying and recorded in Map Book 50, Page 137, Slide L-1235, Onslow County Registry.

2. GENERAL RESTRICTIONS:

Section 1. Residential Use: No lot, lots, or portions thereof shall be put to any use other than for residential purposes, except that any lot may be dedicated by the Declarant for a street or roadway. No structure shall be erected, altered, placed or permitted to remain on any Lot other than a single, one (1) family dwelling. Each dwelling shall contain a minimum of 1200 heated square feet, and if two-story, the first floor shall contain a minimum of 600 square feet. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales/rental purposes.

Section 2. Prohibited 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 temporary or permanently. No trailer, mobile home, camper or like vehicle shall be allowed on the property at any time, or which is designed to be disassembled and relocated shall be allowed. It is specifically the intention and purpose of this covenant to prohibit the location of mobile homes, trailers, relocatable houses, or

similar type structures on the property. This covenant shall not be construed as prohibiting the use of such a structure as a sales/rental model, office or construction site facility.

Section 3. Building Location: No building, residence, garage or other permitted accessory building shall be located on any lot nearer to the front line, any side street line, interior or rear lot line, as shown on the recorded plat. For the purpose of the covenant, eaves, steps, open porches, and carports shall not be considered as a 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 covenants.

Section 4. Nuisances: No noxious, offensive, or illegal activity shall be carried on or conducted upon any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood. All Lots, whether occupied or unoccupied, shall be well-maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted to remain on a Lot. No automobile, other vehicle(s), motorcycles(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage. Declarant, its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so. The Declarant may contract for, and assess to owner, any maintenance necessary to enforce his covenants.

Section 5. Animals: No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept, but not for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot. Any exception must be approved by the Declarant.

Section 6. 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 burned or disposed of on any Lot and shall be kept in sanitary containers. All equipment for storage prior to disposal of such material shall be kept in a clean and sanitary condition. The Declarant reserves the right for itself, its successors and assigns, to contract for garbage collection services for each lot in the subdivision and the Lot owner shall be responsible for the payment of such garbage services to the company providing the same.

Section 7. Sight Distance at Intersections: No fence, wall hedge or shrub planting which obstructs sight lines at elevations 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 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, as indicated on the final plat.

Section 8. Subdivision: No lot shall be subdivided if the result of each subdivision is separate ownership of less than a whole Lot; provided, however, that the Declarant, its successors or assigns, reserves the right to make minor boundary line adjustments between lots so long as said adjustment does not exceed ten (10%) percent of the total area of a given lot; and further provided that one lot may be combined with

another lot or lots or a portion thereof to create a larger lot, in which case these Restrictive Covenants shall be construed to apply to the larger lot so created.

Section 9. Vehicles, Boats, Storage, Travel Trailers, etc: No vehicle without current inspection sticker, vehicle over 5000 pounds empty weight, camper trailer, motor homes or bus shall be parked overnight on any lot except in an enclosed garage; provided, however, guests of an owner may so park such vehicle for a period not to exceed seven (7) days each calendar year. A pleasure boat on its trailer may be parked and raw firewood, bicycles, motorcycles, or the items may be stored only on that part of any lot away from the street lying beyond the front line of the house so that it is not viewable from any street. No automobile, other vehicle(s), motorcycle(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage.

Section 10. Swimming Pools: Outdoor swimming pools, hot tubs, Jacuzzi's, and other similar facilities may be located on a lot, and shall be screened and fenced. All such improvements shall be subject to approval and compliance with the governmental laws and regulations.

Section 11. Clotheslines: Clotheslines shall be not more than six feet (6') in height from the ground and shall not be viewable from the street, or shall be surrounded by a privacy fence.

Section 12. Fence Minimum Requirements: No fences over six (6) feet in height shall be constructed between the back building line and the back lot line. White vinyl fences, manufactured wood fences, brick walls or fences may be erected between the front building line and the back lot line. Fences shall not be constructed in the minimum building setback line on corner lots. White vinyl fence, manufactured wood fence, brick fences or walls, or other types of fence shall not be placed in other areas without prior written approval from the declarant. Before the placing or erecting any fence on any lot the condition of these Articles of these Restrictions must be met.

Section 13. Street Lighting Agreement: The developer 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, either or both which may require a continuing monthly payment to an electric utility company for the owner of each dwelling.

3. EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are served as shown on the recorded plat and over the rear ten (10) 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 a 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 grantor reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over and long ten (ten) feet off 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.

For a period of two (2) years from the date of conveyance of the first Lot in the subject property, the Declarant reserves a blanket easement and right of way on, over and under the ground to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary.

Following such action the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of its intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice. At the expiration of such two (2) year period, said easement to correct drainage shall automatically expire.

5. GENERAL PROVISIONS:

Section 1. 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 (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for a successive periods of ten (10) years.

Section 2. Enforcement: In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concur claiming by, through or under the undersigned, or by virtue of any judicial proceeding, the Declarant, its successors and assigns and the owners of the number lots in the subdivision, or any of them jointly or severally, shall behave the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. Costs and reasonable attorney fees shall be recoverable by the Association as part of any judgment or order to enforce these Restrictive Covenants. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Section 2.1. Remedies Extended to the State of North Carolina: To ensure that this subdivision is maintained consistent with the laws of the State of North Carolina, the State of North Carolina is specifically empowered to take such acts necessary by and through its officers to enforce any of these covenants against an Owner. The State of North Carolina is specifically made a beneficiary of these covenants.

Section 3. RESERVED

Section 4. Modification of Restrictive Covenants: Except as to specific rights retained by Declarant, 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 during the first twenty (20) year period by written documents executed by the Declarant or their successors in title and by the owner of not less than ninety percent (90%) or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone. After the expiration of the initial twenty (20) year period, 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 not less than seventy-five percent (75%) of the Lot Owners, and recorded in the office of the Register of Deeds of the County in which this Declaration is recorded.

Section 5. Severability: Invalidation of any one of these covenants or restriction by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

6. STORMWATER MANAGEMENT RESTRICTION:

The following covenants are intended to ensure ongoing compliance with state stormwater management permit as issued by the Division of Water Quality. These covenants may not be changed or deleted without the consent of the State.

- a) The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW 8 051029, as issued by the Division of Water Quality under NCAC 2H.1000.
- b) The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.
- c) These covenants are to run with the land and be binding on all persons and parties claiming under them.
- d) 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.
- e) Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.
- f) The maximum allowable built-upon area per lot is 7,512 square feet. 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.
- g) In the case of a lot within CAMA's regulated AEC, if the built-upon area for that lot, as calculated by CAMA, is less than the amount shown in these restrictions, the most restrictive BUA will be the maximum permitted limit for that lot.
- h) 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.
- i) Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.
- j) All roof drains shall terminate at least 30' from the mean high water mark of surface waters.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or if corporate, 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, this the day and year first above written.

Rayburn Alan Simpson
RAYBURN ALAN SIMPSON

Jean Simpson
JEAN SIMPSON

**COUNTY OF ONSLOW
STATE OF NORTH CAROLINA**

I, the undersigned, a Notary Public of the County and State aforesaid, certify that **RAYBURN ALAN SIMPSON and wife, JEAN SIMPSON**, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 10 day of April, 2006

G. Swanhart
Notary Public

My commission expires: 8/12/08

