

NORTH CAROLINA BOOK 1588 PAGE 735  
 ONSLOW COUNTY RESTRICTIVE COVENANTS

(20)  
 gmc  
 [Signature]

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 16<sup>th</sup> day of July, 1999, by LARRY NELSON YOPP and wife SARAH J. YOPP, CHARLES G. YOPP and wife WANDA YOPP, PAT YOPP FREEMAN and husband JOHNNY FREEMAN AND BETTY YOPP BERNAT and husband FRANK E. BERNAT, EVERETT DOUGLAS YOPP and wife DELORES YOPP, hereinafter called "Declarants".

W I T N E S S E T H:

THAT WHEREAS, the Declarants are the owners of the real property described in Paragraph I of this Declaration and are desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is 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 Declarants hereby declare that the real property in and referred to in Paragraph I 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 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:

BEING all of lots numbered 1 through 21, inclusive, as shown upon plat entitled "Everett's Creek Estates Phase I", prepared by Charles Riggs, RLS.

2. USES: No lot, lots or portions thereof shall be put to any use other than for residential purposes, except that any lot may be used by the Declarants for a street or roadway.

3. LAND USE AND BUILDING TYPE: No building shall be used except for "single family residential purposes". "Single family residential purposes" is defined as a family unit related by blood or marriage as is customary in the area. A single family may consist of a single individual but shall not consist of units made up of a number of unrelated by blood or marriage individuals whether adults or minors under the care of others wherein there is provided family care for usually two or more unrelated persons. A single family residential unit shall not be used nor shall residential purposes as herein set out be defined as covering the following types of uses: fraternities, sororities, family care homes, boarding homes, or any type residence in which a person or persons' care is paid for by himself or herself or others. No structure 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 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. All construction shall be custom type construction built on the lot and no old building constructed elsewhere shall be moved on to the lot for residential or any other purpose. No mobile homes, double wides or pre-manufactured homes or any unit requiring a Division of Motor Vehicles Certificate of Title shall be placed or constructed on any numbered lot in the subdivision hereinabove described. This

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covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes. Construction of gazebos behind dwellings and on piers or docks shall be permitted provided that the walls of such gazebos shall not be constructed of solid or opaque material; the size of gazebos shall not exceed 200 square feet of roof area, screens, lattice and glass shall be permitted.

4. NATIVE GROWTH: The native growth of such premises shall not be permitted to be destroyed or removed except as necessary to erect structures, to construct driveways and other graveled areas, and a reasonable area surrounding the buildings. The Developer, 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.

5. 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 of which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

6. 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 1700 square feet of heated area to a one-story dwelling, nor less than 2400 square feet if heated area for a dwelling of more than one story. Home construction must be completed within 8 months from start of construction.

7. BUILDING LOCATION: No building shall be located on any numbered lot nearer to the front line or side street line than the minimum building line shown on the recorded plat. No residential building shall be located on any numbered lot nearer than 50 feet from the front lot line, and no building shall be located nearer than 20 feet from the rear lot line nor nearer than 20 feet from the side lot lines. For the purpose 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.

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 extend 10% of the total area of a given lot.

9. 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. 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), motorcycle(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage. Declarant or Association, 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 or Association my contract for, and assess to owner, any maintenance necessary to enforce this covenant.

10. EASEMENTS AND DRIVENAYS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 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 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 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 services, drainage, or other utilities including water and sewer services.

Driveways must match existing access road and comply with all future upgrades within 90 days (paving, etc.).

11. 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 kept, bred or maintained for any commercial purposes. Goats, cows, chickens, swine, horses and ponies shall not be considered household pets.

12. SATELLITE RECEPTION AND FUEL TANKS: All satellite dishes and similar apparatus shall be located indoors so as not to be visible. Mini satellite dishes 24 inches and under and attached to the house are exempt from this article. All fuel tanks and gas bottles shall be located so as not to be visible from the streets or from neighboring lots.

13. 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 sales period.

14. FENCES: No fence shall be erected between the front building line and the street right of way line except decorative fences such as split-rail or picket not in excess of four feet in height. No fence shall be erected between the front building line of the main dwelling and the back lot line in excess of six feet in height. Where corner lots occur with adjacent lots sharing the same right of way line, no fence in excess of four feet in height shall be constructed along the right of way of the corner lots or nearer the right of way than the front building line of the adjacent lots. No chain link fences shall be allowed in front yards but shall be allowed in back yards.

15. 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. Garbage cans shall not be permitted to remain in the front yard except for normal garbage pick up.

16. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six 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 twenty-five feet from the intersection of the street line, 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 ten 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 intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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17. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, manufactured home, modular home, 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, motor 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.

18. 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 time such covenants shall be automatically extended for successive periods of ten 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.

19. BUILDING CONSTRUCTION: All structures built on any lot shall comply with the State Building Code, all rules and regulations of Onslow County and the Coastal Area Management Act.

20. ENFORCEMENT OF RESTRICTIONS: In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the undersigned, its successors and assigns and the owners of the numbered lots in the subdivision, or any of them, jointly or severally, shall have 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. 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 a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

21. EVERETT'S CREEK ESTATES HOMEOWNERS ASSOCIATION: All purchasers of lots in Everett's Creek Estates Subdivision as described herein shall, and by their acceptance of Deeds conveying such lots do, for themselves, their heirs, successors and assigns, agree to become members of the Everett's Creek Estate Homeowners Association and authorize the following actions.

22. 1. RESPONSIBILITY OF ASSOCIATION:

(a) Everett's Creek Estates Homeowners Association shall assume responsibility for the maintenance of the streets in the subdivision and for the maintenance of the drainage easements. At such time as the streets become eligible for maintenance by the N.C. Department of Transportation, the Homeowner's Association may and is hereby authorized to petition the County and the Department of Transportation for said streets to be taken over and maintained by the State.

(b) The Homeowners Association shall assume responsibility for all improvements and maintenance of any common area as shown on said recorded plat; it being specifically understood and agreed that Declarants shall not be responsible for improvement or maintenance of said areas.

2. ASSESSMENTS:

(a) Each member of the Homeowners Association as described herein, by acceptance of the Deed to each lot, whether or not it shall be expressed in such Deed, is deemed to and does hereby, covenant and agree, on behalf of himself, his heirs, successors and assigns, to pay assessments to the Homeowners Association for the expenses incurred. The initial assessment for the Everett's Creek Estates Homeowners Association shall be Two Hundred Dollars (\$200.00) per year for each lot.

(b) The assessments required hereby shall be due and payable on the 1st day of July following the conveyance

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of the lot from the owners to the initial purchaser and shall be paid each July 1st thereafter to Developer as Trustee for the Homeowners Association until such time as fifteen lots have been sold; thereafter, said assessment shall be paid to the secretary of the Association.

23. LIEN OF ASSESSMENT: The assessments called for hereinabove, together with interest and costs of collection, including court costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine percent (9.0%) per annum. The designated officer of the Association or the Association may bring an action at law against the owner or owners personally obligated to pay the same or may foreclose the lien against the property, and the officer of the Association or the Association is hereby granted a power of sale to conduct said foreclosure; any interest, costs and reasonable attorney fees arising out of the action of foreclosure shall be added to the amount of such assessment. Such foreclosure shall be conducted under the procedure prescribed by statute in North Carolina for sale under a power of sale.

24. The members of the Association on the second Monday in July of each calendar year shall elect a President and a Secretary/Treasurer, by a majority vote of those present and constituting a quorum, who shall serve until the next regular meeting. A quorum for any regular or special meeting of the Everett's Creek Homeowners Association shall be the owners of at least fifteen (15) of the lots in said subdivision. The President and Secretary/Treasurer shall serve in the capacity of approving, administering, and carrying out the collection of and payment for the maintenance and improvement items herein called for. The Association shall have the authority to take action without meeting, provided a majority of the members of the Association consent to such action by written resolution signed by such members.

Notice of any meeting of the lot owners of record shall specify the time, date and place of meeting and shall be sent by regular mail or by personal delivery to the occupant of a respective owner's lot.

25. MODIFICATION OF RESTRICTIVE COVENANTS: T h e s e restrictions are subject to being altered, 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 Declarants or their 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 Declarants own sixty percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

26. 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 TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed, this day and year first above written.

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Larry Nelson Yopp (SEAL)  
LARRY NELSON YOPP

Sarah J. Yopp (SEAL)  
SARAH J. YOPP

Pat Yopp Freeman (SEAL)  
PAT YOPP FREEMAN

Charles G. Yopp (SEAL)  
CHARLES G. YOPP

Wanda Yopp (SEAL)  
WANDA YOPP

Johnny Freeman (SEAL)  
JOHNNY FREEMAN

Betty Yopp Bernat (SEAL)  
BETTY YOPP BERNAT

Frank E. Bernat (SEAL)  
FRANK E. BERNAT

Everett Douglas Yopp (SEAL)  
EVERETT DOUGLAS YOPP

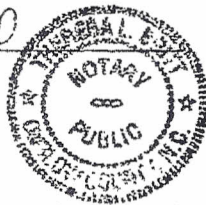
Delores Yopp (SEAL)  
DELORES YOPP

NORTH CAROLINA  
ONSLow COUNTY

I, Theresa L. Britt, a Notary Public in and for said County and State do hereby certify that Larry Nelson Yopp and wife Sarah J. Yopp, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 16 day of July, 1999.

Theresa L. Britt  
Notary Public



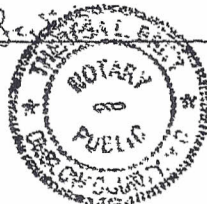
My commission expires: 3-25-2001

NORTH CAROLINA  
ONSLow COUNTY

I, Theresa L. Britt, a Notary Public in and for said County and State do hereby certify that Charles G. Yopp and wife Wanda Yopp, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 16 day of July, 1999.

Theresa L. Britt  
Notary Public



My commission expires: 3-25-2001

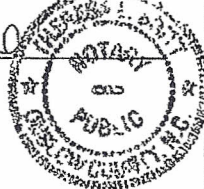
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NORTH CAROLINA  
ONslow COUNTY

I, Theresa L Britt, a Notary Public in and for said County and State do hereby certify that Pat Yopp Freeman and husband Johnny Freeman, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 11 day of July, 1999.

Theresa L Britt  
Notary Public




My commission expires: 3-25-2001

NORTH CAROLINA  
ONslow COUNTY

I, Theresa L Britt, a Notary Public in and for said County and State do hereby certify that Betty Yopp Bernat and husband Frank E. Bernat, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 16 day of July, 1999.

Theresa L Britt  
Notary Public




My commission expires: 3-25-2001

NORTH CAROLINA  
ONslow COUNTY

I, Theresa L Britt, a Notary Public in and for said County and State do hereby certify that EVERETT DOUGLAS YOPP and wife DELORES YOPP, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 16 day of July, 1999.

Theresa L Britt  
Notary Public



My commission expires: 3-25-2001

STATE OF NORTH CAROLINA, ONslow COUNTY

The foregoing certificate(s) of THERESA L. BRITT is (are) certified to be correct. This instrument was presented for registration this 8TH day of NOVEMBER, 1999; at 12:01 ~~PM~~ P.M., and duly recorded in the office of the Register of Deeds of Onslow County, North Carolina, in Book 1588, Page 735.

This the 8TH day of NOVEMBER, 1999.

Michael M. Thomas  
REGISTER OF DEEDS

\_\_\_\_\_  
ASSISTANT, DEPUTY  
REGISTER OF DEEDS

11:12:01