

NORTH CAROLINA:

ONslow COUNTY:

**DECLARATION OF RESTRICTIVE COVENANTS**  
**WOODLANDS - SECTION III-F & SECTION III-G**

THIS DECLARATION, made this 10TH day of JANUARY, 2007, by JOHN P. PETTEWAY AND WIFE, BRENDA M. PETTEWAY, 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 the said property, and each and every lot or parcel thereof, and shall apply to and bind successors in interest and any owner thereof.

ARTICLE I

The real property which is, and shall be held, pledged, transferred, sold and conveyed subject to the protective covenants set forth in the articles of this Declaration is located in the City of Jacksonville, County of Onslow, State of North Carolina, and is more particularly described as follows:

Being all of those designated lots as shown on a plat entitled "Woodlands - Section III-F & Section III-G", prepared by Parker & Associates, Inc., and recorded in Map Book 52, Page 143, Slide L-1718, Onslow County Registry.

ARTICLE II

The real property described in Article I hereof is subjected to protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or

proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

#### ARTICLE III

All lots shall be used for residential purposes. No building shall be erected, altered, placed or be permitted on any lot other than one detached single family dwelling. There shall not be multiple families residing in any one single family dwelling.

#### ARTICLE IV

The floor area of a single story dwelling shall not be less than 1800 square feet of ground floor space, and the ground floor area of a two or more story dwelling shall not be less than 1200 square feet. The minimum ground floor area herein referred to shall not include basements, attics, garages, breezeways or open porches of any type. The Declarant may allow variances in the size of permitted dwellings, such variances not to exceed ten percent (10%) of the minimum square footage as set forth in this Section. Any permitted dwelling for which a size variance has been approved by the Declarant shall not be deemed to be in violation of this Section.

#### ARTICLE V

The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 961101, as issued by the Division of Water Quality under NCAC 2H.1000:

- a. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.
- b. These covenants are to run with the land and be binding on all persons and parties claiming under them.
- c. 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.

- d. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.
- e. The maximum allowable built-upon area per lot shall be 4,200 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.
- f. Filling in or piping of any vegetative conveyance (ditches, swales, etc.) associated with the development except for average driveway crossings is strictly prohibited by any persons.
- g. Each lot will maintain a 30 foot wide vegetated buffer between all impervious areas and surface waters.
- h. All roof drains shall terminate at least 30 feet from the mean high water mark of surface waters.

#### ARTICLE VI

No asbestos siding, concrete block or cinder block shall be used on the exterior facing of any building, except for decorative or esthetic purposes and in that event shall represent not more than ten percent (10%) of the surface of any one elevation of the building.

#### ARTICLE VII

No lot shall be subdivided by sale or otherwise, except to increase the size of an adjacent lot, in which event the remainder shall be sold or otherwise utilized as part of the lot adjacent to it.

#### ARTICLE VIII

No building erected on any lot other than a corner lot shall face other than the street upon which the said lot faces. No building shall be located nearer the front, side yard, or side street lot lines than the minimum setback lines set out on the recorded plat. Regardless of any other provisions hereof, there shall be a tolerance or variation of no more than ten (10%) percent as to the front, side yard, and side street setback lines.

#### ARTICLE IX

No fence or wall may be erected, placed or altered upon any lot nearer to the street line than the minimum setback line. Fences constructed of any wire material, including chain-link fencing, shall be permitted in the rear yard only of each lot. No fence shall exceed six (6) feet in height.

#### ARTICLE X

Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner. Any dwelling constructed on any lot shall provide at least one fully enclosed vehicle storage space. No recreational vehicle, boat, or trailer may be stored in any front or side yard.

#### ARTICLE XI

No residence of a temporary nature shall be erected or allowed to remain on any lot and no trailer, basement, shack, tent, garage, barn or other building of a similar nature shall be used as residence on any lot, either temporarily or permanently. No construction, storage building or shed and no trailer, truck or other vehicle used for the storage of materials or equipment for construction of improvements on any lot shall be kept on any lot overnight at any time including during construction of said improvements unless parked or located in the rear of the residence located on said lot.

#### ARTICLE XII

No lot shall be used or maintained as a dumping ground for any kind of refuse. Trash, garbage and other wastes shall not be kept in other than sanitary containers and shall be stored in enclosed areas except for the purpose of collection in accordance with pertinent regulations of the City of Jacksonville, North Carolina.

#### ARTICLE XIII

No tree, measuring more than six (6) inches in diameter at a point five (5) feet above ground level shall be cut, destroyed or removed from any lot unless dead or diseased or unless it impedes the construction of a dwelling, driveways, utilities, or impedes drainage easements, or if it is deemed hazardous or unsafe to the occupants of the dwelling. Provided, however, this restriction shall be limited to an area equal to fifty (50%) percent of the lot area including front, side, and rear yards.

of the Register of Deed of Onslow County, North Carolina and a marginal entry of the same must be signified on the face of this Declaration.

ARTICLE XXI

Enforcement of the covenants contained herein shall be by proceeding in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages or both.

ARTICLE XXII

Invalidation of any one or more of these covenants or any part thereof by a judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

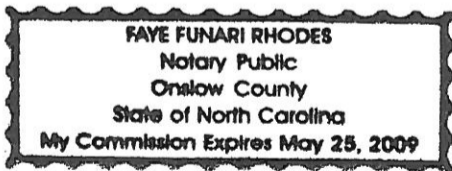
IN TESTIMONY WHEREOF, the said JOHN P. PETTEWAY AND WIFE, BRENDA M. PETTEWAY have caused this instrument to be executed the day and year first above written.

*John P. Petteway*  
John P. Petteway,  
*Brenda M. Petteway*  
Brenda M. Petteway

NORTH CAROLINA:

ONslow COUNTY:

I, FAYE FUNARI RHODES, a Notary Public of the County and State aforesaid, certify that JOHN P. PETTEWAY AND WIFE, BRENDA M. PETTEWAY, personally came before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial stamp or seal, this the 10TH day of January, 2007.



*Faye Funari Rhodes*  
Notary Public  
My Commission Expires: 05/25/09

STATE OF NORTH CAROLINA, COUNTY OF ONSLOW:

The foregoing certificate(s) of \_\_\_\_\_ is(are) certified to be correct. This instrument was presented for registration this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, at \_\_\_\_\_ AM, PM, and duly recorded in the office of the Register of Deed of Onslow County, North Carolina, in Book \_\_\_\_\_, Page \_\_\_\_\_.  
This the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

Register of Deeds

Assistant/Deputy Register of Deeds