

NORTH CAROLINA
CARTERET COUNTY

Melanie Arthur 10P
CARTERET COUNTY
JL Date 02/09/2005 Time 14:51:00
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*Susan McLean
400 TAYLOR RD
CAPE CARVER, NC 28584*

DECLARATION OF COVENANTS, RESERVATIONS
AND RESTRICTIONS FOR WHITE OAK BLUFF
SECTION VI

The Declarant as owner of Lots 99 through 107 WHITE OAK BLUFF SECTION VI of record in Map Book 30, page 670, Carteret County Registry, in order to assure development in accordance with a uniform scheme, to insure the use of all lots in said subdivision as attractive residential lots, to prevent nuisances, and to prevent the impairment of the attractiveness of the property in order to inure to each lot owner full enjoyment of his property both in use and in maintained and increased value thereof, hereby sets forth covenants, reservations and restrictions which shall run with the land and shall bind and inure to the benefit of the purchasers, their respective heirs, personal representatives, successors and assigns.

The property to which the hereinafter mentioned covenants, reservations and restrictions shall apply is known as all of Lots 99 through 107, as shown on that plat of WHITE OAK BLUFF SECTION VI prepared by Alan Bell Surveying, P.A., of record in Map Book 30, page 670, Carteret County Registry.

The covenants, reservations and restrictions are as follow:

ARTICLE I

DEFINITIONS:

The following words or phrases, as used in this instrument and any amendment hereto, shall have the following meanings, unless the context shall prohibit such meaning:

1. Single-family: A residential structure intended and constructed for collective use by one or more persons but excluding structure containing two or more separate areas each of which contains separate living, sleeping, bath and food preparation areas for occupancy by unrelated persons or groups of persons.
2. Association: White Oak Bluff Subdivision Section One Owners Association.
3. Owner: The record owner, whether one or more persons or entities, of fee simple title to any lot in the subdivision.

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ARTICLE 11

BUILDING USE AND RESTRICTIONS:

1. Lots in Map Book 30, page 610 Carteret County Registry, shall be used solely for residential purposes. Only single-family residences shall be allowed and only one (1) single-family residence shall be erected on each individual lot. No commercial or business activity shall be permitted on any lot except that owners may maintain private offices within their homes provided such offices are not used for the purpose of serving the public, clients, patients or customers. No business or professional signs may be erected within the subdivision. This restriction shall not apply to those activities of the Declarant or its agents which are reasonably required in connection with its marketing activities, as long as unsold lots remain in the subdivision.
2. Set-back requirements: No part of any structure of any kind, excluding fences and driveways, shall be erected or permitted to remain on any lot which is located nearer to any lot line than as set out on that plat entitled WHITE OAK BLUFF SECTION VI recorded in Map Book 30, page 610 Carteret County Registry.
3. Building size: All residences on said lots shall contain a minimum of 1,500 square feet of enclosed, heated area exclusive of decks, porches, garages and carports.
4. Structures on pilings: No structure shall be constructed on exposed pilings.
5. Height limitations: No structure shall be erected or permitted to remain on any lot, any part of which (excepting chimneys or flue stacks, electronics antennae, or vent pipes) shall exceed two living stories or forty (40) feet in height measured from the lowest grade level of the building foundation or piers upon which the structure is erected.
6. Types of construction: All residences shall be build-in-place. No preexisting structure shall be moved onto any lot. No mobile homes (including double-wide mobile homes), or modular homes shall be placed, erected or permitted to remain on any lot.
7. Period of construction: The exterior of any house or addition to a house must be completed within twelve (12) months after construction is started, except where such completion is impossible or would result in great hardship to the owner due to fire, national emergency, natural calamity, or other factors outside of the control of the owner.

Within one (1) month of completion of the exterior of any house or addition or alteration to a house, debris and waste material from construction must be removed from the site.

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Lot owners shall be insurers of their employees, contractors, subcontractors of their contractors, and material suppliers, to the Declarant and to the owners for any damage to roads or to any other common facilities in the subdivision caused by the passage of vehicles and equipment over the roads in the subdivision, or by any other activity associated with construction on lots within the subdivision. In the event of such damage, the Declarant or owners shall have the authority to repair such damage and assess the costs of such repairs to the lot owner.

8. Accessory structures: One (1) detached garage shall be allowed and only one (1) additional outbuilding and one (1) pump house shall be located on any lot in addition to the residence.

9. Exterior materials: No structure shall be constructed with an exterior covering of asbestos shingles or of exposed concrete blocks.

10. Outside lighting: Outside illumination of any lot or dwelling shall be done by means of small incandescent lights, which shall not be placed closer than seventy-five (75) feet to any lot line. No metallic vapor, H.I.D., area lights, or other lights which cannot be restricted to the owners' residence of property shall be used.

11. Driveway connections: All driveway connections shall be constructed in accordance with those standards as set forth by the Department of Transportation. All pipes shall meet the minimum standards of size and length, and all installations shall be in compliance with accepted practices of the D.O.T. Any ground cover which is left disturbed or destroyed as a result of the installation shall be properly repaired and reseeded within thirty (30) days.

ARTICLE III

GENERAL RESTRICTIONS:

1. No swine, cows, goats, fowl or other livestock or wild animals shall be kept or maintained on any lot; nor shall any dog kennels or other such projects involving the rearing, handling or care of any animals or birds in large numbers or commercially be conducted or maintained within the subdivision. Dogs, cats or other domestic animals generally considered as pets, shall be allowed so long as said animals are of a quiet and unoffensive nature. Horses shall be allowed so long as they do not violate the preceding terms.

2. No watercraft shall be kept on any lot except that watercraft of a size which may be lawfully transported by automobile trailer and recreational vehicles may be kept on the property, provided that there shall be no more than two (2) such per lot.

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3. Boats, boat trailers, travel trailers, motor homes, campers, and other recreational vehicles shall be stored within a building or shall be so kept as to be inconspicuous from the access road.

4. No tents or barns or travel trailers, motor homes, campers, or similar vehicles shall be occupied as living quarters while on the property.

5. No advertising signs of any kind except "For Sale" or "For Rent" signs shall be permitted on any lot.

6. No lot in White Oak Bluff Section VI may be subdivided so as to reduce its size. An owner may combine two (2) or more lots for the construction of a single residence.

7. All lots shall be kept free of trash and unsightly debris. No unimproved lot shall be used as a storage area for vehicles or materials except those which shall be in use for immediate construction on said lot.

8. 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.

9. All clothes lines or appliances of any type designed for the purpose of drying laundry, shall be erected and maintained at the rear of the dwelling on each lot, suitably screened from view.

ARTICLE IV

EASEMENTS:

Each lot is burdened by and benefited by certain easements in perpetuity, running with the land, as follows:

1. The Declarant reserves an easement, or right-of-way, which it may assign, over the front and back of each lot fifteen (15) feet in width, and over each side ten (10) feet in width for the purpose of granting right-of-ways for water and sewer pipes, telephones, electric light poles, wires, cables, and any other equipment necessary for the installation, use and maintenance of utilities, including water, electricity, telephone or drainage.

2. General utilities easements: In addition to the foregoing, each lot is subject to a general easement granted, or to be granted, by the Declarant to the providers of utilities to individual lots within the subdivision, for the purpose of providing utilities services to the individual lots.

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3. Each lot has associated with its ownership, a non-exclusive right to use the private parks, roads and private accesses of Sections One, Two, Three, Four and V. Maintenance of all roads, drainage easements, and all park areas in said sections shall be the responsibility of all lot owners in Sections One, Two, Three, Four and V, and VI, and of such other lot owners in such future sections as may be given the rights to use said parks/access by Declarant or its assigns. All such costs shall be borne equally by such lot owners as shall be given the right of use. Said right of use may not be assigned or sublet by lot owners. Declarant reserves the right to grant a non-exclusive use of said private parks and of the private access road to any heirs, successors or assigns for the use and benefit of future land owners of any of that area lying within the boundaries of AREA 4 as more particularly shown on that plat entitled "Survey Map Areas 3-3A & 4, Showing Property of MOWER LUMBER CO." of record in Map Book 7, page 85, Carteret County Registry. Declarant prior to transfer of title to the Association, and the Association after title is transferred, may, at its discretion, prescribe and enforce reasonable rules and regulations with respect to the use of said parks.

ARTICLE V

STORMWATER MANAGEMENT:

For any lot within the subdivision known as WHITE OAK BLUFF, SECTION VI, the allowable built upon area per lot is 1.2 acres inclusive of that portion of the road on the lot, structures, pavement, walkways of brick, stone, and slate, but not including wood decking. For this Article V only, the State of North Carolina or any of its agencies shall have standing under this Declaration to enforce the compliance of said regulation as a third party beneficiary. Article V may not be changed or deleted without the concurrence of the State of North Carolina through its proper agency.

ARTICLE VI

MAINTENANCE OF RED OAK DRIVE:

Each lot in WHITE OAK BLUFF, SECTION VI, has associated with its ownership, a non-exclusive right to use the private road known as Red Oak Drive. Maintenance of said Red Oak Drive shall be the responsibility of all lot owners in SECTION VI.

ARTICLE VII

WHITE OAK BLUFF SUBDIVISION OWNERS ASSOCIATION

All purchasers of lots in White Oak Bluff Section VI shall, and by their acceptance of deeds conveying such lots do, for themselves and their heirs, successors and assigns, agree to become

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members of the White Oak Bluff Section One Owners Association.

1. Responsibility of the Association: The Association shall assume responsibility for such functions as shall fall within the purposes for which it is chartered, including, but not by way of limitation, the following:

(a) Joint maintenance, together with Sections One, Two, Three, Four and Five Homeowners Association, of the roads, drainage easements, and parks of Sections One, Two, Three, Four and V of White Oak Bluff Subdivision.

(b) Enforcement of the provisions of this Declaration.

The Association may receive title to and may dedicate or transfer title to any property to which it holds title.

2. Assessments:

(a) There shall be no assessments until January 1, 2009.

(b) Each owner of a lot or lots in White Oak Bluff Subdivision Section VI by acceptance of the Deed thereto, whether or not it shall be expressed in such Deed, is deemed to, and does thereby covenant and agree, on behalf of himself, his heirs, successors and assigns, to pay assessments to the Association for the expenses incurred in providing the services and in maintaining the properties which are the responsibility of the Association.

3. Voting rights: Directors shall be elected by the lot owners, with all owners of lots in White Oak Bluff Subdivision Section VI being entitled to one (1) vote for each lot.

4. Lien of Assessment: The assessments called for hereinabove, together with interest and costs of collection, including court costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment became due. Personal obligation for delinquent assessments 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 highest rate allowed by law. 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 Association is hereby granted power of sale to conduct said foreclosure. Any interest, costs and reasonable attorneys' fees 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 sales under a power of sale. In

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addition to the remedies set out hereinabove, the Association acting by and through its Board of Directors may deny the right to use of any of the private parks to any lot owners whose assessment is not paid within thirty (30) days after the date upon which it is due.

5. Subordination of lien to mortgage: The liens provided for herein shall be subordinate to the lien of any mortgage, mortgages, deed of trust or deeds of trust. Sale or transfer of any lot shall not affect the assessment lien ;provided for in the ;preceding section. The sale or transfer of any lot which is subject to any such mortgage or deed of trust, pursuant to a foreclosure of such mortgage or deed of trust, shall not extinguish the personal liability of the owner at the time the assessment fell due. No such sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof, but the liens provided for shall continue to be subordinate to the lien of any mortgage, mortgages, deed of trust or deeds of trust.

ARTICLE VIII

DURATION AND AMENDMENT:

All restrictions and covenants set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date of recording of the Declaration, after which these restrictions and covenants shall be automatically extended for additional periods of ten (10) years each.

This instrument may be amended at any time by an affirmative vote of sixty percent (60%) of the then owners of lots in White Oak Bluff Subdivision Sections One, Two, Three, Four and V and VI.

ARTICLE IX

ENFORCEMENT:

In the event of a violation or breach of any of the covenants and restrictions herein by any owner or agent thereof, the Declarant, the owners of other lots, jointly or severally, or the Board of Directors of the Association acting on behalf of such owner or owners, shall have the right to bring an action to compel compliance or to enjoin such violation or breach. In the event the enforcement action should result in a judgment in favor of the owner(s) bringing the same, or in favor of the Association, reasonable attorneys' fees shall be recovered in such action. The failure to enforce any right, reservation, restriction or condition contained in the Deed, or in these Restrictive Covenants, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

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ARTICLE X

SEVERABILITY: The invalidation by any court of any restrictions or obligations contained in this Declaration shall in no way affect any other provisions hereof, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the parties, as Declarant, have caused this instrument to be executed in it partnership name by its general partners and has adopted as its seal the typewritten word "SEAL," appearing beside the name of the partnership, this the _____ day of _____, 2004.

HADNOT INVESTMENT GROUP

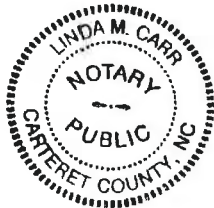
James D. Guthrie (SEAL)
James D. Guthrie, Partner

Harold R. Comer (SEAL)
Harold R. Comer, Partner

Phyllis S. Smith (SEAL)
Phyllis S. Smith, Partner

Tony A. McNeill (SEAL)
Tony A. McNeill, Partner

John P. McLean (SEAL)
John P. McLean, Partner



NORTH CAROLINA
Carteret COUNTY

I, a Notary Public of the County and State aforesaid, certify that James D. Guthrie, Partner, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this 19th day of January, 2004

Linda M. Carr
Notary Public

My commission expires:
7-30-07

NORTH CAROLINA
Onslow COUNTY

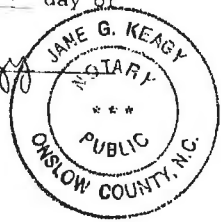
I, a Notary Public of the County and State aforesaid, certify that Harold R. Comer, Partner, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this 10th day of January, ~~2004~~ 2005.

My commission expires:

9/21/05

Jane D. Keagy
Notary Public



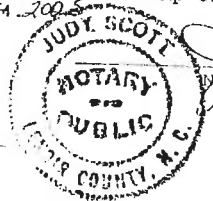
NORTH CAROLINA
Lenoir COUNTY

I, a Notary Public of the County and State aforesaid, certify that Phyllis S. Smith, Partner, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this 12th day of January, ~~2004~~ 2005.

My commission expires:

March 15, 2009



Judi Scott
Notary Public

NORTH CAROLINA
Carteret COUNTY

I, a Notary Public of the County and State aforesaid, certify that Tony G. McNeill, Partner, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this 19th day of January, 2005.

My commission expires:

7-30-07



Linda M. Carr
Notary Public

NORTH CAROLINA, CARTERET COUNTY
The foregoing certificate(s) of Notary Public(s) 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.

Melanie Arthur, Register of Deeds
Melanie Arthur
Reg. of Deeds, Register of Deeds

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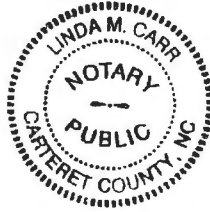
NORTH CAROLINA
Carteret COUNTY

I, a Notary Public of the County and State aforesaid, certify that John P. McLean, Partner, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 19th day of January, 2004

Linda M. Carr
Notary Public

My commission expires:

7-30-07



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