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Onslow County, NC
Omega K. Jarman Reg. of Deeds

BK 6511 PG 745 - 753

Prepared by and return to:
Starling Law Firm, PLLC.
3566 Henderson Drive
Jacksonville, NC 28546

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, CONDITIONS AND EASEMENTS FOR KILLIS HILLS – PHASE THREE, SECTION TWO.

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, CONDITIONS AND EASEMENTS is made this the 16th day of January, 2026, by Jump Start Developers, LLC, a North Carolina Limited Liability Company, hereinafter called "Declarant".

WITNESSETH:

THAT WHEREAS, Declarant is the owner of the real property described in Article I of this Declaration and are desirous of subjecting said real property to the protective and restrictive 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 insure 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 the successors in interest and any owner thereof;

Submitted electronically by "Starling Law Firm, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Onslow County Register of Deeds.

NOW, THEREFORE, the said Declarant hereby declare that the real property described and referred to in Article I hereof is and shall be subject to the covenants hereinbelow set forth:

ARTICLE I

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 LOTS SHOWN ON THE MAP ENTITLED "FINAL PLAT, SHOWING KILLIS HILLS PHASE THREE, SECT TWO" PREPARED BY: JOHN L. PIERCE & ASSOCIATES, P.A., RECORDED ON SEPTEMBER 11, 2025 AND RECORDED IN MAP BOOK 89, PAGE 126, ONSLOW COUNTY REGISTRY.

ARTICLE II

LAND USE: No lot referred to in Article I above shall be used for any purpose except for one single-family residential home excluding double-wide mobile homes and modular homes. All construction shall be stick-built, site-built homes.

ARTICLE III

SIZE AND QUALITY: All homes must be new and have no less than 1250 square feet of heated space. All roofs shall be of A-roof construction and covered with 20-year architectural shingles.

ARTICLE IV

HOME LOCATION: No home or attachment thereto shall be located on any lot nearer to the front property line than thirty (30) feet, or nearer than eight (8) feet to any interior side lot line, or nearer than twenty (20) feet to the rear lot line. Declarant reserves the right to make exceptions to the above setbacks.

ARTICLE V

LOT UTILIZATION: Only one (1) home shall be permitted on any lot within said subdivision. The layout of each home lot shall provide off-street parking within the lot for each automobile owned or customarily used by each person occupying the home. Each home shall be served by a paved driveway leading to the street. such paving to be of asphalt or concrete.

ARTICLE VI

FOUNDATIONS: All homes shall be erected upon a foundation. All foundations shall be brick or stucco. All steps facing upon a street shall be constructed with brick, concrete or pressure treated lumber.

ARTICLE VII

NUISANCES: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to a neighbor. No unlicensed or inoperable motor vehicle shall be allowed to remain on any lot. Further, no stagnant water, stale garbage or any other unsanitary condition conducive to the breeding of mosquitoes or insects, or prejudicial to health, will be permitted on any lot.

ARTICLE VIII

ANIMALS, LIVESTOCK AND POULTRY: No animals, livestock or poultry shall be raised, bred or kept on any lot for commercial purposes; animals, livestock or poultry shall be allowed to be kept or maintained on said lots, subject to the restriction that no animal be allowed to run at large on any lands in said subdivision other than the lot of each individual owner who owns said animal.

ARTICLE IX

ERECTION OF FENCES: No fence over six (6) feet in height shall be constructed between the front building line of the dwelling and the back lot line. No fence shall be erected between the front building line and the street right of way unless approved by Declarant or their assigns. Only steel chain-link, redwood, vinyl or salt-treated wood will be allowed for the construction of fences. All fences shall be of reasonably good and acceptable appearance.

ARTICLE X

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat map and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other material 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.

ARTICLE XI

SIGNS: No sign of any kind shall be displayed to public view on any lot except one professional sign not of more than one (I) square foot parallel to the building line, one (1) sign of not more than four (4) 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.

ARTICLE XII

TEMPORARY STRUCTURES: No structure of temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

ARTICLE XIII

STORAGE BUILDINGS: All outbuildings, storage buildings, etc., constructed shall be in keeping with the same architectural design and appearance as the main dwelling and shall be located to the rear of each residence.

ARTICLE XIV

MAILBOXES: All mailboxes and posts and garbage can holders shall be constructed in accordance with the design identified by the Declarant. It shall be the responsibility of the owners to maintain and/or replace these items to ensure a reasonably good and acceptable appearance. All garbage cans and holders shall be located to the rear of each residence.

ARTICLE XV

COMMERCIAL ACTIVITIES: No residential lot described above shall be utilized in· any manner for any commercial activity: provided, however, that this article shall not be construed to prohibit the use of a home as a model home for sales purposes. No parking or storage of commercial vehicles shall be allowed.

ARTICLE XVI

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, either or both which may

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

ARTICLE XVII

STORMWATER RUNOFF: The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 111008, 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. The 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 built-upon area per lot is 6,071 square feet. The 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.

e. In the case of a lot within CAMA's regulated AEC, where the Division of Coastal Management calculates a different maximum allowable built-upon area for that lot than

shown herein, the governing maximum built-upon area for that lot shall be the most restrictive of the two.

g. 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.

h. Each lot will maintain a 30-foot-wide vegetated buffer between all imperv10us areas and surface waters.

1. All roof drains shall terminate at least 30 feet from the mean high-water mark.

J. Filling in or piping or altering any designated 5:I curb outlet swale associated with the development is prohibited by any persons.

k. This project proposes a curb outlet system. Each designated curb outlet swale shown on the approved plan must be maintained at a minimum of I00 feet long with 5:1 (H:V) side slopes or flatter, have a longitude slope not steeper that 5%, carry the flow from a 10-year storm in a non-erosive manner, and maintain a dense vegetated cover.

ARTICLE XVIII

AMENDMENTS: 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 owners of not less than sixty (60) percent 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 Declarant may alter or amend these covenants without the consent of anyone.

ARTICLE XIX

TERM: These covenants are to 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 these covenants are recorded, after which time such covenants shall automatically extend for successive periods of ten (10) years each 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.

ARTICLE XX

SEVERABILITY: Invalidation of anyone of these protective covenants by judgment, judicial decree or court order, or otherwise, shall not affect in any manner any of the other provisions contained in this Declaration and the remaining provisions shall thereafter be and remain in full force and effect.

IN WITNESS WHEREOF, the said Declarant have caused this instrument to be executed the day and year first above written.

Halimah J. Dabo

JUMP START DEVEOPERS, LLC.
Halimah Dabo

JUMP START DEVEOPERS, LLC.
John Pierce

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

I, a Notary Public of said County and State, do hereby certify that Halimah Dabo and John Pierce personally appeared before me this day and acknowledged that they are the Managing Member and Member of Jump Start Development, LLC, A North Carolina Limited Liability Company, and that they as Managing Member and Member, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official stamp or seal this 16 of January 2026

My Commission Expires: 3/25/29

KATELYNN IRONS NOTARY PUBLIC ONSLOW COUNTY, NC

Notary Public