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NORTH CAROLINA
CRAVEN COUNTY

DECLARATION OF RESTRICTIONS FOR
QUAIL WOODS SUBDIVISION

Craven NC - Document Stamp
Becky Thompson, Register of Deeds

Date: 03/01/2002 Time: 12:12:25 1 of 10 Pgs
No: 2002-00040435

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Fee Amt : 41.00
Excise Tax: .00

THIS DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS, made this 21st day of January, 2002, by Quail Woods Village, Ltd., a North Carolina corporation, hereinafter referred to as "Developer", and ALL PROSPECTIVE PURCHASERS of Lots 1 through 78 in QUAIL WOODS SUBDIVISION, a map of which is recorded in Plat Cabinet G, Slides 132-H, 133-A and 133-B, in the office of the Register of Deeds of Craven County, North Carolina, reference to said map being hereby made for a more perfect description of said lots;

WITNESSETH:

WHEREAS, Developer has acquired title to those Lots described above (hereafter from time to time referred to individually as a "Lot" or collectively as the "Lots"), and intends to convey said Lots by deeds, Deeds of Trust, mortgages and other instruments to various persons, firms and corporations subject to certain restrictive and protective covenants and conditions which are deemed to make said Lots more desirable to the end that the restrictive and protective covenants and conditions herein set out shall inure to the benefit of each person, firm or corporation which may acquire title to any or all of said Lots and which shall be binding upon each such person, firm or corporation to whom or to which Developer hereafter may convey any of said numbered Lots by deed, mortgage, deed of trust or other instrument.

WHEREAS, the restrictive and protective covenants herein are imposed on the Lots for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and every part thereof, and all of which are to be construed as restrictive covenants running with the title to the Lots;

NOW, THEREFORE, in consideration of the premises herein, Developer hereby covenants and agrees with said Prospective Purchasers that each of the above-mentioned numbered lots shall be held, sold and conveyed subject to the restrictive and protective covenants and conditions herein set forth and said restrictive and protective covenants and conditions shall become a part of each instrument conveying any of the Lots, as fully and to the same extent as if set forth therein. As a condition of the sale or conveyance of any of the Lots, the purchasers agree and covenant to abide by and conform to said restrictive and protective covenants and conditions. Developer reserves the easements herein specified.

NOTA FIDEM No: 9999-00089573

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THE RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS AND EASEMENTS ARE AS FOLLOWS:

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1. **LAND USE AND TYPE OF BUILDINGS PERMITTED:** All lots shall be used exclusively for the erection thereon of a single-family dwelling together with one private garage, a workshop, a wood shed, and a building sufficient to house mowing and lawn-keeping and maintaining equipment. Any garage constructed thereon may have one overhead story for use only for servants quarters or guests quarters. One owner may combine one or more lots for use of one dwelling house and building as above mentioned and if such is done, the entire area shall be considered as one lot; provided, no area of any combined lots shall at any time be of any less size than 15,000 square feet.

2. **YARDS:** All lots must have sod installed from the back corners of the house to the pavement of the street.

3. **LANDSCAPING:** All lots must have sufficient shrubbery or flower beds for the beautification, thereof

4. **DWELLING SIZE:** Any single family residential structure erected or placed upon any part, lot or portion of the property shall contain not less than an aggregate of 1200 square feet, not including porches, breezeways or attached garages, and shall not be more than 2 ½ stories in height.

5. **DWELLING QUALITY:**

(a) All dwellings, garages and incidental outbuildings, erected upon any lot, part or portion of the property described above shall be constructed of material of good grade and quality, and all construction shall be performed in a good and workmanlike manner.

(b) No concrete blocks, either in building or walls, shall be used above finished ground elevations, unless such block are covered with brick, veneer or stone.

(c) No asbestos shingles or any type of asphalted covering shall be used on exterior walls.

(d) Any incidental outbuildings constructed on said lot shall be of the same material, quality and workmanship as the dwelling.

6. **BUILDING LINES:** No residential dwelling or other building shall be erected or permitted to remain nearer to any front lot line in the development than the thirty (30) foot setback as shown on the recorded plat. It is provided, however, that

eaves, steps, stoops and fireplace chaises shall not be considered as part of the building for the purposes of interpreting this paragraph. An error in the placement of a structure in an amount less than ten (10) percent of the front setback requirement in question is not a violation of these Declarations or of the provisions of the recorded plat. 1897 front line shall be the line which fronts on any street. No dwelling or other building shall be located nearer than ten (10) feet to any side line of any inside lot, nearer than twenty (20) feet to any side line which is also a street line, or nearer than fifteen (15) feet to any rear lot line.

7. **EASEMENTS:** Easements for all utility purposes, including the installation and maintenance of utilities of any nature, and full rights of access for ingress, egress and regress for the installation and maintenance thereof, are expressly reserved to Developer, its successors and assigns, for all such utility easements as are shown on the aforesaid map of Quail Woods subdivision. All utilities shall be installed under ground.

8. **ARCHITECTURAL CONTROL:**

(a) All plans and specifications for any structure or improvement whatsoever to be erected on any Lot, and the proposed location and orientation in relation to streets, Lot, or Lots, the construction material, the roofs and exterior color schemes, shall require prior written approval of Developer. Further, any later additions after initial approval thereof, and any exterior remodeling, reconstruction, or alterations thereto on any Lot shall also be subject to, and shall require the prior written approval of Developer.

(b) There shall be submitted to Developer two (2) complete sets of the final plans and specifications for any and all proposed improvements, the erection or alteration of which is desired. No structures or improvements of any kind shall be erected, altered, placed or maintained upon any Lot unless and until the final plans, elevations, and specifications thereof have received written approval as herein provided. Such plans shall include plot plans showing the location on the Lot of the building, wall, fence or other structure or improvement to be constructed, altered, placed or maintained thereon, together with a description of the proposed construction material, color schemes, roof design and material, and landscape design. Developer shall reserve the right to require a filing fee of no more than fifty and 00/100 dollars (\$50.00) to accompany the submission of such plans.

(c) Developer shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the person submitting them, and the other copy thereof shall be retained by Developer for its permanent files.

(d) Developer shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are:

- (1) not in accordance with any of the provisions of these Restrictions;
- (2) if the design or color scheme of the proposed building or other

structure is not in harmony with the general surroundings of such Lot or with the adjacent buildings or structures;

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(3) if the plans and specifications submitted are incomplete;

(4) if plans and specifications do not conform to building standards established for the subject area;

(5) or in the event Developer deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Developer shall be final and not subject to approval or review.

(e) Neither the Developer nor any agent thereof shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

(f) Developer or its agents shall have the right to inspect all construction to insure that the structures is in accordance with the approved plans, specifications and details. If the finished building or other structure does not comply with the submitted plans and specifications, Developer retains the right to make the necessary changes at owner's expense, and the further right to file under the North Carolina lien laws notice of liens for any costs incurred. Any lien obtained will be subordinate to any first deed of trust on the property. No structure or improvement shall be made unless it substantially conforms with the approved plans, specifications and details.

(g) Developer, at its option, may appoint an Architectural Control Committee to oversee property control functions as outlined herein, and the Committee will have the same power and authority as the Developer. Such Committee, if formed, will be known as the Quail Woods Property Control Committee ("Committee"), and shall consist of three individuals to be appointed, to be replaced, to possess the qualifications, and to possess the owners as specified herein. Each member shall serve until he/she dies, resigns or is replaced as herein provided. Each member of the Committee shall be Lot owner, an officer of a corporate owner of a Lot, a partner in a partnership owner of a Lot, or a member in a limited liability company owner of a Lot. A member of the committee may resign by written notice to the remaining members of the Committee. A member may be removed by the remaining members of the Committee, if the member being removed has become unqualified because of failure to meet the criteria stated above. A member of the Committee may be removed with or without a writing signed by a majority of the owners of the Lots which writing specifies the Lots owned by the voters and names a replacement for the member so removed. Such writing shall be delivered to each of the members of the Committee and shall be effective from the time of such delivery. The remaining members of the Committee shall replace any member who has resigned, sold his Lot or has died. So long as the Developer owns any of the Lots, it may remove any member of the Committee and replace the member so removed. A written record shall be kept of all actions of the Committee. The members of the Committee shall serve without compensation or reimbursement. Any member of the Committee may call a meeting upon two day's notice

to the other members of the Committee. Such notice shall state the time, place and purpose of such meeting. At least two (2) members of the Committee must be present at a meeting in order for any action of the Committee to be taken at that meeting. A written decision signed by two members of the Committee shall be the decision of the Committee.

9. **NUISANCES:** No trade or business activity of any kind shall be carried on upon said lot; no offensive use shall be made of any lot, and nothing shall be done thereon which may be or become a nuisance or annoyance to the neighborhood. No truck or vehicle in excess of one (1) ton capacity or junk of any type shall be parked or permitted to remain on any lot. The term "junk car" as used herein shall be construed to mean any motor vehicle other than one duly registered and licensed with the North Carolina Department of Motor Vehicles, currently and regularly in operation, and displaying a current North Carolina inspection certificate.

10. **TEMPORARY STRUCTURES:** No structures of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuildings shall be placed on any lot at any time as a residence either temporarily or permanently. No homes of the type commonly known and referred to as "shell" or "ready cut" homes of any type shall be erected, constructed or permitted to remain on any lot. The terms "shell" homes and "ready cut" homes as herein used shall be construed to mean a home intended for a residence as to which the construction of the outside walls, doors, windows, roof and foundation have already been completed so that all that remains to be done to it are to finish and complete the inside rooms.

11. **FENCES:** No fence shall be erected along the front line of any lot or along the side line of any lot which is also a street line; except open split rail fences not in excess of three (3) feet high above the ground level of the lot; a fence may be erected along the back line not to exceed such height of five (5) feet. No fence shall be erected which will deprive any adjoining lot owner of light and air which would otherwise be available to any adjoining lot. No chain link fences are permitted.

12. **TIME/AMENDMENTS:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them up to and including 12:00 noon, January 1, 2011, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority in number of the then owners of the lots has been executed and recorded in the Craven County Registry agreeing to change, modify or rescind said covenants in whole or in part. Developer, or its successor or assign, shall be allowed to amend these Restrictive Covenants, notwithstanding any other provision contained herein, and without joinder of any other party, for the purpose of correcting any discovered and apparent error contained herein, clarifying any ambiguity contained herein, or adding or deleting any incidental provisions deemed in the sole discretion of Developer to be in the best interest of the Subdivision, and the owners therein. This right may be exercised, and shall be effective, only upon the recordation of a "Corrected Declaration" in the Office of the Register of Deeds of Craven County, which Corrected Declaration shall specifically reference this

document, and the provision impacted.

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13. **ANIMALS:** No wild animals, livestock, reptiles or poultry of any kind shall be kept, bred or kept on any part or portion of this property. Domestic cats and dogs may be kept upon any lot, but not to exceed one (1) in number of each; in no event shall any such animals be kept for breeding purposes or in connection with the conduct of the commercial sale thereof.

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14. **SEWAGE DISPOSAL:** No surface privies shall be allowed on any lot or portion of the property after basic construction. Septic tanks, sub-surface disposal fields and wells will be installed and maintained in compliance with all of the North Carolina and Craven County Rules and Regulations in connection therewith.

15. **DRIVEWAYS:** All driveways must be improved by concrete.

16. **WATERWAYS:** No owners, whether or not said owner's Lot (s) is bounded by the waters of a lake, pond, stream or creek, whether natural or manmade, shall by virtue of such ownership acquire any right, title, or interest in or to the lakes, ponds, streams or creeks within said owner's Lot (s) or the beds, waters, or surfaces thereof. Swimming is not permitted in any lake or pond within the subdivision.

17. **LIGHTING:** Developer reserves the right to subject the real property in this development to a contract with an electric utility 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 the electric utility prorated among the owner (s) of each lot.

18. **GENERAL PROHIBITIONS AND REQUIREMENTS:**

(a) The following general prohibitions are requirements that shall prevail as to the construction or activities conducted on any lot in the Subdivision:

(1) All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the lot owner and approved by the appropriate governmental authority and Developer.

(2) Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within twelve (12) months from commencement.

(3) All structures constructed or placed on any lot shall be built of good sound materials, and no used structure shall be relocated or placed on any such lot.

(4) No sign, billboard, and other advertising structure of any kind may be erected or maintained upon any lot except a "For Sale" sign or the general type used by

developers and realtors.

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(5) No stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or lot.

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(6) Every fuel storage tank shall be buried below the surface of the ground or screened by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, river, canal, other body of water, or recreation area.

(7) All lots, whether occupied or unoccupied, shall be well maintained and no growth or accumulation of rubbish or debris shall be permitted.

(8) Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm, or for any other cause or act of God, must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.

(9) No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot or upon any recreational area in the Subdivision.

(10) Adequate off-street parking shall be provided by the owners of each building site for the parking of motor vehicles owned by such site owners, and all owners of building sites agree not to park their motor vehicles on the street.

(b) The Developer may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes of the general development scheme and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the Subdivision.

19. REMEDIES:

(a) The Developer or any property owner or any party to whose benefit these Restrictions inure may proceed at law or in equity to prevent the occurrence continuation or violation of any of these Restrictions and the Court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorneys' fees; the Developer or other property owner shall be entitled to injunctive relief upon proving a violation of any of these restrictions and conditions.

(b) The remedies hereby specified are cumulative, and the specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of Developer or any property owner or an aggrieved party to invoke an available remedy in respect of a violation of any of these Restrictions shall be held to be a waiver by that party or (or an estoppel of that party to assert) any right available to him upon the recurrence or continuation of any violation or the occurrence of a different violation.

20. GRANTEE'S ACCEPTANCE:

(a) The grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent owner of such lot, shall accept such deed or contract upon the subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights, and powers of Developer, and herein contained, and also the jurisdiction, rights, and powers of Developer, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Developer, and to and with the grantees and subsequent owners of each of the lots within the Subdivision, to keep, observe, comply with and perform said Restrictions and agreements.

(b) Each such grantee whose lots are adjacent to available underground electrical service, if any, also agrees to complete the underground secondary electrical service to their respective residences.

21. SEVERABILITY: Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, unenforceability or "running" quality of any other one of the Restrictions.

IN WITNESS WHEREOF, the said Developer has caused these presents to be executed in its name by its proper corporate officers and its corporate seal to be hereunto affixed, this the day and year first above written.

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Quail Woods Village, LTD.

By: Gerald J. Anderson (SEAL)

Name: GERALD L. ANDERSON
Title: President

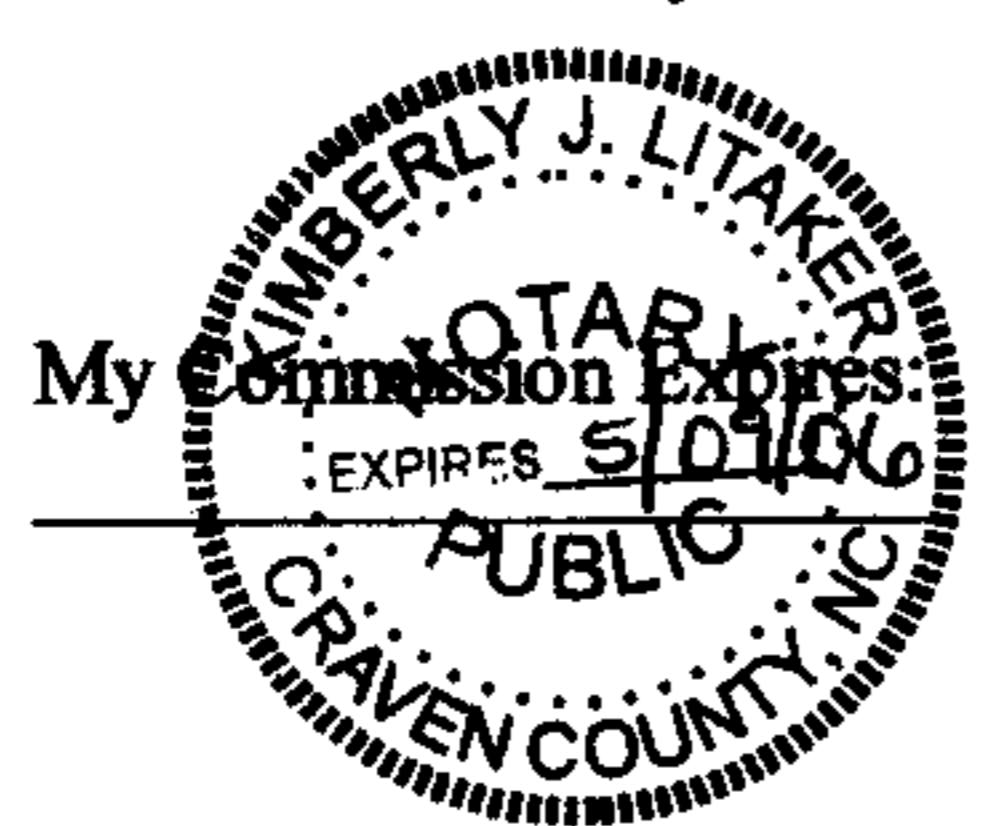
Attest: [Signature]
Secretary



STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, Kimberly J. Litaker
~~Marie V. Butler~~, a Notary Public of said county and state do hereby certify that James S. Woodard Jr. ~~Jimie B. Hicks, Jr.~~ personally appeared before me this day and acknowledged that he is Secretary of Quail Woods Village, LTD., a North Carolina corporation, and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by him self as its Secretary.

Witness my hand and official stamp or seal, this the 21st day of February, 2002.



Kimberly J. Litaker
Notary Public



[Signature] (SEAL)

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[Signature]
Secretary

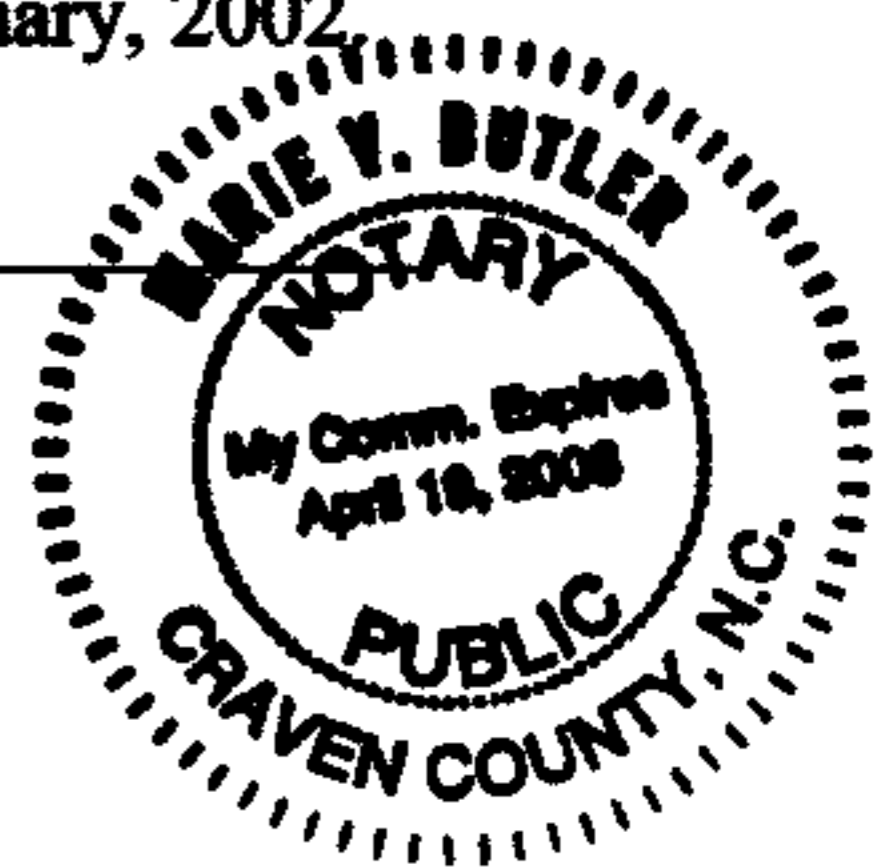
CORPORATE SEAL

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, Marie V. Butler, a Notary Public of said county and state do hereby certify that _____ personally appeared before me this day and acknowledged that he is _____ Secretary of PRLAP, INC., a North Carolina corporation, and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by _____ self as its _____ Secretary.

Witness my hand and official stamp or seal, this the 19 day of February, 2002.

Marie V. Butler
Notary Public



My Commission Expires:
4-19-2006

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

The foregoing certificate(s) of Marie V. Butler is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Craven County, North Carolina in Deed Book 1893, Page 560.

This the 1 day of March, 2002 at 12:12 o'clock P M.

Becky Thompson
Register of Deeds

By: Charlene Grayer
Deputy/Assistant Register of Deeds