

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by White Oak Associates, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in White Oak Associates, County of Onslow, State of N.C., which is more particularly described as:

White Oak Landing Subdivision Section 1 as the same is shown on a plat thereof recorded in map Book 23 Page 154 office of the Register of Deeds of Onslow County, N.C.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title of interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to White Oak Landing Home Owners Association, Inc., its successors and assigns.

Section 2. "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Longwood Drive, Holland Point Drive, Boat Landing Access Road and Pier and Landscaped & Common Areas all as is shown on a plat of White Oak Landing subdivision Phase 1 as the same is recorded in Plat Book 23 Page 154 Office of the Register of Deeds of Onslow County, N.C.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to White Oak Associates, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulation;
- (c) the right of the Association to dedicate or transfer all or such purposes and subject to such conditions as may be agreed to by the

members. No such dedication or transfer shall be effective unless agreed to by 2/3rds of each class of members voting on the same at a duly called meeting for that purpose, and a certificate signed by the secretary of the meeting is recorded indicating the approval.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership,
- or
- (b) on March 1, 1991.

ARTICLE IV

CONVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.
The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for

capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's 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 attorney's 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. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One hundred dollars (\$100.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not to excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and

4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

The owner Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first

mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designation committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

USE RESTRICTIONS

Section 1. LOT. The "lot" as used herein shall mean the parcels as depicted on the above mentioned map.

Section 2. BUILDING TYPE; DWELLING. The word "dwelling as used herein shall mean one (1) detached building designed for use as a single family residence.

Section 3. LAND USE. Each lot shall be used for residential purposes only. Not more than one (1) dwelling may be erected or permitted or remain on a lot. No wrecked or junked motor vehicle or vehicle without current license plates or truck larger than one ton shall be permitted to remain on a lot. No Satellite Disc or similar structure shall be placed in the front yard of any lot. If placed in the back yard of any lot, the same shall be hidden from view with harmonious landscaping.

Section 4. MOBILE HOMES. No mobile home may be placed or permitted to remain on a lot.

Section 5. COMBINATION OF LOTS. One owner or two or more adjoining lots or one owner of one lot and one half of one adjoining lot or both of the adjoining lots, or the owner of one half of one lot and adjoining one half of the adjoining lot, may construct a residential dwelling thereon upon and across the dividing line of such adjoining lots, or lot and adjoining one half lot, or adjoining two adjoining half lots so owned by one owner, so long as such residential dwelling shall not be nearer than eight feet to such owner's side lot line, and so long as any outbuildings shall not be nearer than five feet

from such owner's side lot line or ten feet from the rear lot line, but thereafter, no additional residential dwelling may be built thereon. In the event of such recombination or combination, any easements reserved along the interior lot lines which have been recombined and deleted, shall be withdrawn and shall not constitute an encumbrance on such lot and shall be reserved only along the perimeter boundary lines of the total lots or portions thereof so owned by the one owner.

Section 6. DWELLING SIZE. Any dwelling erected upon any lot shall contain not less than 1000 square feet of enclosed floor heated area.

Section 7. SETBACK REQUIREMENTS.

a. No dwelling shall be erected or permitted to remain on any lot nearer to any street than the setback line as shown on the recorded plat.

b. No dwelling or other permissible structure shall be erected or permitted to remain nearer than eight feet to any side or rear lot line.

c. No dwelling shall be erected within 40 feet of the mean high water line of the White Oak River.

Section 8. ANIMALS. No animals shall be permitted to remain on any lot other than dogs, cats, or other small household pets, always in reasonable numbers. No one family shall have more than two such pets. No permitted pets shall be allowed to roam at large on a lot.

Section 9. DRAINAGE AND UTILITY EASEMENTS. The party of the first part reserves to itself, its successors and assigns, an eight foot drainage and utility easement along all rear lot lines, all side lot lines and front lot lines of the numbered lots except no easement is reserved along the White Oak River, and further, easements are reserved as shown on the plat of White Oak Landing.

Section 10. MAINTENANCE AND REPAIR OF PROPERTY. The exterior of any building located on a lot shall be maintained, repaired and kept in a neat and clean condition.

Section 11. ACCESS. No numbered lot may be used for ingress, egress, regress or access to adjoining land not part of this subdivision. Party of the first part reserves the right of access on the utility easement to erect fencing to prevent a violation of this covenant.

ARTICLE VII

STAGED DEVELOPMENTS

Additional land within the area described in Deed Book 691, Page 260 of the land records of Onslow County may be annexed by the Declarant without the consent of members within 5 years of the date of this instrument provided that the annexation is in accord with the general plan of White Oak Landing dated 5/29/85 revised 10/23/85 prepared by Pate Phillip & Associates of Swansboro, N.C., depicting 106 Lots.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any preceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event

be deemed a waiver of the right to do so thereafter. Reasonable attorneys fees shall be recovered by the prevailing party for the enforcement of these covenants.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with the bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members, however, the adjacent property described in deed book 163 page 142 office of the Register of Deeds of Onslow County may be annexed without the consent of the members by the Declarant who hereby reserves said rights, provided any area annexed shall contribute pro-rata to common area maintenance.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 4th day of March, 1986

White Oak Associates a N.C. partnership:

By: [Signature] (SEAL)
Donald G. Lawrence
General Partner

By: [Signature] (SEAL)
C. E. Manning
General Manager

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Loretta A. Palko, a Notary Public in and for the State of North Carolina, County of CRAVEN, do hereby certify that DONALD G. LAWRENCE and C. E. MANNING, partners of White Oak Associates a N.C. General Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing Declaration of Restrictive Covenants for and on behalf of the partnership.



This 4th day of March, 1986.

Loretta A. Palko
Notary Public

NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of

Loretta A. Palko

Notary(ies) Public in (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 771 Page 166 This 19th day of March
19 86 A.D. at 10:58 o'clock A. M.
Donald G. Lawrence By _____
Register of Deeds, Onslow County Register of Deeds

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