

RET. B-17
TOTAL 20.00 REV. _____
TC# 17 REC# 17760
BRUNSWICK COUNTY AMT 68.00 # 7289
CASH _____ REF. _____
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NORTH CAROLINA
BRUNSWICK COUNTY

RESTRICTIVE COVENANTS
FOR SECTION 1, PLAT 1, BEADON
ST. JAMES PLANTATION 83

91 DEC 23 AM 10:53

THIS DECLARATION OF RESTRICTIVE COVENANTS FOR SECTION 1, PLAT 1, made as of this the 4th day of December, 1991, by HOMER BELAS WRIGHT, JR., INC., a North Carolina corporation ("Wright"),

WITNESSETH:

WHEREAS, Wright is the owner of certain property located in Brunswick County, North Carolina, and more particularly described as follows:

BEING all of the property (the "Lots") in Section 1, Plat 1, St. James Plantation, as per plat thereof recorded in Map Cabinet W, Page 90 (the "Plats") in the Office of the Register of Deeds of Brunswick County, North Carolina.

NOW, THEREFORE, Wright hereby declares and covenants that the Lots shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which shall run with the land and be binding upon all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. LAND USE: The Lots shall be used for single-family residential purposes only. The operation of any business or commercial enterprise upon any Lot is expressly prohibited. Provided, however, that a Lot may be used as a temporary sales office and/or model with the prior written consent of Wright.

2. RESUBDIVISION AND COMBINATION: No Lot shall be resubdivided, or its boundary lines changed without the prior written consent of Wright. However, Wright expressly reserves to itself the right to resubdivide any Lot, provided that any such resubdivided lots shall not have a frontage of less than 50 feet each on the street on which said lot fronts, or an area of less than 10,000 square feet (said requirements shall apply only to resubdivided lots and shall not apply to the Lots originally shown on the Plat). Wright may also create a combined lot by (i) replatting any two (2) or more Lots shown on the Plat or (ii) the sale of two or more adjacent Lots to one party, without replatting, followed by the construction thereon of a single dwelling in such a manner as to require the Lots to be treated as one lot in order to meet any set back requirements. Provided, however, that each combined lot shall be considered a single Lot for assessment and voting purposes as contained in the Declaration when (i) replatted or (ii) the single dwelling therein is complete and a Certificate of Occupancy or Compliance has been issued by the appropriate Brunswick County authorities. The restrictions and covenants herein shall apply to each lot so created.

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3. **NUISANCES:** No noxious, offensive or illegal activities shall be conducted upon any Lot nor shall anything be done that shall be or become an unreasonable annoyance or nuisance to any person whomsoever.

4. **DWELLING SIZE:** No dwelling shall be erected or allowed to remain on any Lot if the dwelling does not contain at least 1,800 heated square feet. For purposes of this paragraph, the area to be included in the determination of the total number of heated square feet shall be all interior areas within the roof line of the dwelling, excluding open porches, terraces and like areas; provided, however, up to 200 square feet of this minimum requirement may be provided by covered porches, so long as the roof of such porches forms an integral part of the roof line of the main dwelling.

5. **ARCHITECTURAL CONTROL:** As more particularly provided in the Declaration, all proposed improvements, alterations and landscaping on any Lot must be reviewed and approved by the Architectural Control Committee of St. James Plantation Property Owners' Association, Inc. (the "Association"), prior to commencement of any construction. Once construction of a dwelling has been commenced, it must be complete and ready for occupancy within twelve (12) months. Weather permitting, all landscaping shall be finished upon completion of the dwelling, but in no event later than ninety (90) days after the date the dwelling is occupied. Upon written request of the owner and for good cause shown, the Architectural Control Committee may, in its sole and absolute discretion, extend the time for construction. No dwelling shall be occupied until it has been substantially completed in accordance with the approved plans and specifications as evidenced by a certificate of completion issued by the Architectural Control Committee.

6. **BUILDING SETBACK AND PLACEMENT:** So that the maximum balance of view, privacy and breeze will be available to the dwellings on the Lots and to ensure that all structures will be located with regard to the topography of each individual Lot, taking into consideration the location of trees and fauna on each Lot and similar factors, the Architectural Control Committee reserves the right to determine, in its sole discretion, the location of any dwelling or other structure on any Lot, provided however, the following shall be minimum standards unless expressly waived in writing by the Architectural Control Committee:

(a) A dwelling shall not be erected or allowed to remain facing in any direction except toward the street abutting the front of a Lot, which as to a corner Lot shall be the street upon which said Lot has the least frontage.

(b) No dwelling or structure shall be erected or allowed to remain within forty (40) feet of the property line of the street abutting the front of said Lot.

(c) From the front property line to a depth of fifteen (15) feet beyond the rear line of the dwelling there shall be kept open and uncovered by any building, or any part thereof, a side yard along each side of the Lot and the minimum width of any such side yard shall not be less than ten percent (10%) of the width of the Lot at its narrowest point between the front and rear lines of the dwelling but in no event less than five (5) feet. The sum of the widths of the two side yards shall not be less than twenty-five percent (25%) of the width of the Lot at such narrowest point. As to a corner Lot, the width of the outside side yard shall not be less than the width of the inside side yard.

(d) No dwelling or structure shall be erected or allowed to remain within thirty (30) feet of the rear property line of any Lot. Provided, however, no dwelling or structure shall be erected or allowed to remain within forty (40) feet of the rear property line of any Lot abutting a golf course.

(e) No dwelling or structure shall be erected or allowed to remain on any Lot within ten (10) feet of the landward side of the boundary of the marsh (the "CAMA line") as shown on any survey or recorded plat of the Lot.

7. **EASEMENTS:** Easements for installation and maintenance of utilities, drainage facilities, operation of a golf course and green spaces are reserved as shown on the Plat.

8. **TEMPORARY STRUCTURES:** Except during construction when approved by the Architectural Control Committee, no structure of a temporary character shall be erected or allowed to remain on any Lot and no basement, tent, shack, garage, mobile home, barn or other outbuilding erected on any Lot shall be used as a residence either permanently or temporarily. Neither shall any trailer, recreational vehicle, motor home, building materials or non-operative motor vehicle be stored on any Lot, either permanently or temporarily, prior to completion and occupancy of the dwelling.

9. **STREETS, FENCES, WALLS AND SIGNS:** No street shall be laid out or opened across or through any Lot, nor shall any fence or wall be erected or allowed to remain on any Lot without the prior written approval of the Architectural Control Committee. Except as required by law, no billboards, posters or signs of any kind (specifically including "for sale" or "for rent" signs or posters) shall be erected or allowed to remain in any window, on the exterior of any improvement, or on any Lot, except (i) a name and address sign, or (ii) a temporary sign reflecting construction of a dwelling on such Lot by a licensed contractor, the design of which must be approved by the Architectural Control Committee.

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10. **ANIMALS:** No animals, livestock or poultry of any kind shall be kept or maintained on any Lot except that dogs, cats or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes and further provided that they are kept and maintained in compliance with all laws and ordinance of Brunswick County relating thereto.

11. **OUTSIDE ANTENNAS:** No outside radio or television antenna or satellite earth stations shall be erected on any Lot.

12. **BOATS, TRAILERS AND CERTAIN MOTOR VEHICLES:**

(a) No boat, bus, trailer, commercial vehicle, camper, recreational vehicle, or truck larger than a half-ton pickup truck shall be parked for longer than twenty-four (24) hours on any Lot in such a manner as to be visible from the street; provided, however, such boat or vehicle may be parked in a garage on a Lot if it can be fully covered with the garage door closed. Violators may have their boats or vehicles towed by the Association at the owner's expense.

(b) No inoperative or unlicensed vehicles shall be parked for longer than twenty-four (24) hours on any Lot in such a manner as to be visible from the street; provided, however, such vehicle may be parked in a garage on a Lot if it can be fully covered with the garage door closed. Violators may have their vehicles towed by the Association at the vehicle owner's expense.

(c) The Board of Directors of the St. James Plantation Property Owner's Association may provide a limited waiver of the requirements contained in subparagraphs (a) and (b) above in its sole and absolute discretion, for good cause shown.

13. **OPERATION OF MOTOR VEHICLES:** Motor vehicles shall be operated within St. James Plantation in accordance with all laws of the State of North Carolina and any rules and regulations which may be imposed by the Association. No "off the road" vehicles of any type, including but not limited to, go carts, dirt bikes, and all terrain vehicles, shall be operated within St. James Plantation except those vehicles used in the course of permitted construction and development within St. James, or used for golf course or related purposes.

14. **STORAGE RECEPTACLES:** The placement and maintenance of fuel storage tanks and outdoor receptacles for ashes, trash, or garbage shall be governed by the Architectural Control Committee.

15. **OUTDOOR CLOTHES DRYING STRUCTURES:** No outdoor clothes poles, clothes lines or similar structure shall be placed on any Lot unless screened in such a manner that it is not visible from any street, recreational area or adjoining property.

16. **MAINTENANCE OF LOTS:** All Lots shall be maintained in a sightly condition, free of debris, rubbish, weeds, and high grass. The improvements on all Lots shall be maintained in a reasonable and prudent manner harmonious with that of other property within St. James Plantation as determined by the Board of Directors of the Association and as set forth in the Declaration.

17. **REPAIR OR REMOVAL OF IMPROVEMENTS:** Any improvement damaged in whole or in part by casualty, fire, windstorm or from any other cause, must be promptly restored or all debris removed and the Lot restored to a sightly condition. Such rebuilding or removal of debris shall be completed within three (3) months from the date of the casualty unless a written extension is granted by the Architectural Control Committee.

18. **REMOVAL OF TREES:** No living tree four (4) inches or over in caliper at four (4) feet high from ground elevation, nor any dogwood, flowering shrub or bush, shall be cut without the prior written consent of the Architectural Control Committee unless it is in the area of the Lot approved for construction of a structure.

19. **WAIVER OF AND CONSENT TO VIOLATIONS:** Except where waiver rights are granted herein to the Architectural Control Committee, Wright may waive any violation of these restrictive covenants and conditions by appropriate instrument in writing, provided, that if the violation occurs on any Lot or Lots which abut a Lot or Lots which have been conveyed to a fee simple owner or owners, in St. James Plantation, the written waiver of such violation by such owner or owners shall also be obtained. The provisions of this paragraph shall not apply to paragraphs 1 and 2 where only the written consent of Wright shall be required, or paragraphs 5, 6, 8, 9, 12, 14, 17 and 18, where only the written consent of the Architectural Control Committee shall be required, or where otherwise specifically stated.

20. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a two-thirds (2/3) of the then owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.

21. **ENFORCEMENT:** The Association, Wright, its successors or assigns, or any owner of a Lot shall have the right to enforce, by a proceeding at law or in equity, all restrictions and conditions herein imposed, against any person or persons violating or attempting to violate the same, either to restrain the violation or to recover damages. Failure by the Association, Wright, its successors or assigns, or any owner to enforce any

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restriction or covenant shall in no event be deemed a waiver of the right to do so thereafter.

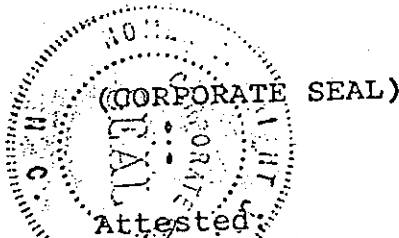
22. SUCCESSORS OR ASSIGNS: The rights and obligations of Wright herein shall inure to the benefit of its successors or assigns if so specified by Wright in a recorded statement. Provided, however, this requirement of designation in a recorded instrument shall not apply to a mortgagee who acquires title by foreclosure, deed in lieu of foreclosure or similar means, to any portion of the Development owned by Declarant.

23. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which remain in full force and effect.

IN WITNESS WHEREOF, WRIGHT has caused these presents to be executed in its corporate name by its _____ President and attested by its Asst. Secretary, and its corporate seal to be hereto affixed, all by authority of its Board of Directors duly given, this the day and year first above written.

HOMER E. WRIGHT, JR., INC.

By: [Signature]
President



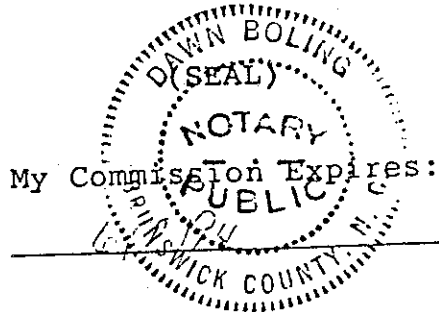
[Signature]
Asst. Secretary

NORTH CAROLINA

BRUNSWICK COUNTY

I, Dawn Boling, a Notary Public of the County and State aforesaid, certify that JAMES M. WRIGHT personally appeared before me this day and acknowledged that he is Asst. Secretary of HOMER E. WRIGHT, JR., INC., a North Carolina corporation, and that by 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 as its Asst. Secretary.

WITNESS my hand and official stamp or seal, this 4th day of December, 1991.

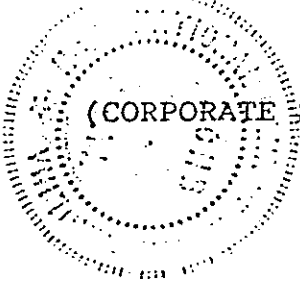


[Signature]
Notary Public

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NCNB NATIONAL BANK OF NORTH CAROLINA, as holder of a promissory note secured by a deed of trust and security agreement on the property described herein, said deed of trust and security agreement being recorded in Book 823, Page 343, as amended, Brunswick County Registry, and TIM, Inc., as Trustee under said deed of trust and security agreement, join in the execution hereof for the purpose of subjecting the aforesaid deed of trust and security agreement to the terms and provisions of this Declaration of Restrictive Covenants.

NCNB NATIONAL BANK OF NORTH CAROLINA



(CORPORATE SEAL)

By: J. W. Wai
Title: Assistant Vice President

ATTEST:

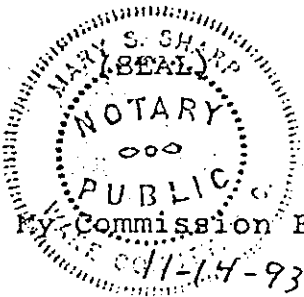
M. S. Sharp
Asst Secretary

NORTH CAROLINA

WAKE COUNTY

I, Mary S. Sharp, a Notary Public of the County and State aforesaid, certify that Thomas T. Shaly, Jr. personally appeared before me this day and acknowledged that he/she is asst. Secretary of NCNB NATIONAL BANK OF NORTH CAROLINA, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its asst. Vice President, sealed with its corporate seal and attested by him as its Secretary.

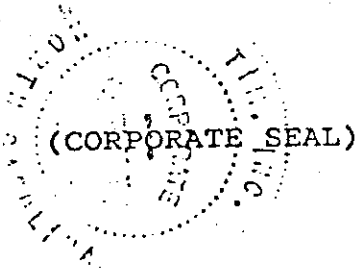
WITNESS my hand and official stamp or seal, this 4th day of December, 1991.



Mary S. Sharp
Notary Public

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TIM, INC., a North Carolina corporation, as Trustee



By: Brenda Cooper

Title: Asst Vice President

ATTEST:

Katherine B. Vlatch
Asst. Secretary

NORTH CAROLINA
Mecklenburg
WAKE COUNTY

I, Sue A. Arnold, a Notary Public of the County and State aforesaid, certify that Katherine B. Vlatch personally appeared before me this day and acknowledged that he/she is Asst. Secretary of TIM, INC., a North Carolina corporation, as Trustee, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Asst. Vice President, sealed with its corporate seal and attested by Katherine as its Asst Secretary.
B. Vlatch

WITNESS my hand and official stamp or seal, this 5th day of December, 1991.



My Commission Expires:
My Commission Expires November 11, 1995

Sue A. Arnold
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of Dawn Baling, Mary S. Sharp,
Sue A. Arnold

Notary(ies) Public (is)(are) Certified to be Correct.

This Instrument was filed for Registration on the Day and Hour in the Book and Page shown on the First Page hereof.

rgf / ABS / mmm Robert J. Robinson
ROBERT J. ROBINSON, Register of Deeds