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STATE OF NORTH CAROLINA
COUNTY OF PAMLICO

JOYCE E. CARAWAN
REGISTER OF DEEDS
PAMLICO COUNTY, N. C.

DECLARATION OF RESTRICTIVE
COVENANTS OF ORIENTAL PLANTATION

These Restrictive Covenants made this 10th day of August, 1990, by Oriental Plantation, Inc., (hereinafter referred to as "Declarant"), James A. Williford, Substitute Trustee and Wachovia Bank & Trust Company, N.A., hereinafter called "Beneficiary"; and ALL PROSPECTIVE PURCHASERS OF PROPERTY situated in ORIENTAL PLANTATION, as is more particularly described hereinafter;

WITNESSETH:

THAT WHEREAS, Declarant is the owner of that certain tract or parcel of land in Two (2) Township, Pamlico County, state of North Carolina, designated as Oriental Plantation, a planned unit development set out in Plat Cabinet A, Slides 55-4; 55-6; 55-8; 55-9 and 55-10, hereinafter referred to as "plat", in the office of the Register of Deeds of Pamlico County; and

WHEREAS, it is desired that the property constituting said subdivision be made subject to certain covenants and restrictions for the benefit of said Declarant and successors in title to Declarant such that the subdivision will be developed in a uniform manner to benefit all present and future owners.

WHEREAS, Beneficiary is the holder of a deed of trust upon the property comprising said subdivision, said deed of trust being recorded in Book 267, Page 184, Pamlico County Registry, and James A. Williford is the duly substituted trustee under the terms of said deed of trust as shown by Appointment of Substitute Trustee recorded in the Pamlico County Registry; and

WHEREAS, Declarant has requested said Beneficiary and said Substitute Trustee to join herein for the purpose of establishing these restrictive covenants and Beneficiary and Substitute Trustee have joined herein for said purpose, but for said purpose only.

IT IS THEREFORE provided that said real property known as Lots 81 through 104, Section I; Lots 44 through 67, Section II; Lots 20 through 37, Section III; Lots 10 through 15, Section III A; and Lots 108 through 114, Section IV Oriental Plantation, as recorded in Plat Cabinet A, Slides 55-4; 55-6; 55-8; 55-9 and 55-10, Pamlico

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County Registry, be made subject to, and the same is hereby made subject to, the following covenants, restrictions, and conditions, to wit:

1. Definitions as used herein.

(a). "Articles" or "Articles of Incorporation" mean the articles of incorporation of the Oriental Plantation Owners Association, Inc.

(b). "By-Laws" means the by-laws of the Oriental Plantation Owners Associations, Inc.

(c). "Common Areas" means those areas more particularly defined in paragraph eleven.

(d). "Corporation" means the Oriental Plantation Owners Association, Inc.

(e). "Dedication" means the act of committing Oriental Plantation to the purposes of these restrictive covenants and of the Subdivision. "Dedicate" means that act or series of acts culminating in dedication.

(f). "Lot" shall mean the separately numbered parcels depicted on the above mentioned map. Provided, however, that the owner of any of the numbered parcels on said map may combine with such numbered parcel, parts or portions of another numbered parcel or parcels and the aggregate shall be considered as one "lot" for the purpose of these restrictive and protective covenants and conditions except for the payment of assessments as provided in paragraph 3(f).

(g). "Subdivision" means Oriental Plantation which has been dedicated.

2. Dedication of Oriental Plantation. That area depicted as Oriental Plantation on the aforesaid plat and thereon dedicated as being divided into Lots and Common Areas, hereby is dedicated to the purposes of these Restrictive Covenants and this Subdivision, said area to be held and owned subject to and to have the benefit and the burden of the Restrictions enumerated herein.

3. Association.

(a). A corporation (hereinafter referred to as "Association" named Oriental Plantation Owners Association, Inc. has been or will be formed pursuant to the rules and requirements of the Nonprofit Corporation Act (Chapter 55A) of the General Statutes of North

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Carolina as an association of owners of lots. Its purposes are to own, manage, maintain, and operate the common areas and enforce the restrictions contained herein, in addition to the powers to be given it in the Articles of Incorporation and By-Laws of said Corporation.

(b). Each owner of a Lot within the subdivision shall be a member of the Association. In addition, if Declarant so desires, Lot owners of additional phases of Oriental Plantation may become members of the Association. The Declarant, by this Declaration, and the land owners of individual lots by their acceptance of individual deeds thereto, covenant and agree with respect to the Association:

i). That for so long as each is an owner of a numbered lot within the subdivision, each will perform all acts necessary to remain in good and current standing as a member of the Association.

ii). That each shall be subject to the rules and regulations of the Association with regard to ownership of a lot; and

iii). That any unpaid assessment, whether general or special, levied by the Association in accordance with these restrictions, the Articles of Incorporation or By-Laws of said Corporation, shall be a lien upon the lot upon which such assessment was levied, and shall be the personal obligation of the owner of the lot at the time the assessment fell due.

(c). The Association shall have one class of members who shall be lot owners. Each member shall be entitled to one vote for each lot owned; provided, however, when more than one person holds an interest in any lot, all such persons shall be members and, the vote for such shall be exercised as they, among themselves, determine, but in no event shall more than one vote or any fraction of a vote be cast with respect to any lot.

(d). Management and Administration. The management and administration of the affairs of the common areas of the subdivision (and subsequent phases if Declarant so elects) shall be the right and responsibility of the Association. The management shall be carried out in accordance with the terms and conditions of these restrictions, the Articles of Incorporation and By-Laws of the Association, but may be delegated or contracted to managers or management services.

(e). Community Expenses. The community expenses of the subdivision include:

i). All amounts expended by the Association in operating,

administering, managing, repairing, replacing and improving the common areas of the subdivision, as defined in section 11 herein; all amounts expended by the Association in insuring the common areas in the subdivision; all amounts expended by the Association which may be incurred by the Association from time to time in performing the functions delegated to the Association by these restrictions; all amounts expended in any form by the Association in enforcing these restrictions, the Articles of Incorporation or the By-Laws of the Association.

ii). All amounts expended for utilities, including subdivision lighting, for benefit of all of the common areas.

iii). All taxes and special assessments which may be levied from time to time by any governmental authority upon the common areas in the subdivision.

(f). Annual General Assessment. The annual general assessments levied by the Association shall be used exclusively to improve, maintain and repair the common areas, to pay the expenses of the Association, to pay the community expenses, to pay the cost of lighting the common areas, to pay the cost of any insurance the Association determines to purchase and to promote the recreation, health, safety and welfare of the members and to pay taxes levied upon common areas.

Each lot owner of any lot by acceptance of a deed for same, whether or not is shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the annual general assessment as herein provided. In case two or more lots are combined pursuant to paragraph 1(f), assessment shall be levied as if said lots were not so combined with each original lot being assessed a full assessment. The annual general assessment together with interest, cost, and reasonable attorneys fees shall be a charge and lien on the land and shall be a continuing lien on the property against which each such assessment is made. Additionally, lot owners shall be personally liable for payment of the assessment, and such liability shall continue after transfer of the lot to a third party. The annual general assessment as of the date of execution of this Declaration of Restrictive Covenants shall be \$125.00 per lot for all lot owners, as lots are shown on the plat, and shall cover July 1, 1991 through June 30, 1992. After fifteen (15) homes are occupied and clubhouse facilities are ready for occupancy, assessments shall be increased to \$275.00 per lot for resident owners and owners who reside within thirty (30) miles of said subdivision and \$175.00 for all other lot owners. After June 30, 1992, the maximum annual general assessment may be increased each year by the Board of Directors of the Association not more than twenty percent (20%) above the assessment for the

previous year without a vote of the membership. Annual general assessment increases of more than twenty percent (20%) may be charged only after a vote of two thirds (2/3) of the members of the individual lots of the subdivision voting in person or by proxy at a meeting called for said purpose and after thirty (30) days notice to lot owners. For purposes of this section the presence of 51% of lot owners at the meeting or by proxy shall constitute a quorum.

(g). Lien for Assessment. Any general or special assessment, if not paid within thirty (30) days after the date of such assessment is due, together with interest at the rate of eighteen percent (18%) per annum, costs of collection, court costs, and reasonable attorneys fees shall constitute a lien against the lot upon which such assessment is levied. The Association may record notice of same in the office of the Clerk of Superior Court of Pamlico County or file a suit to collect such delinquent assessments and charges. The Association may file a notice of Lis Pendens, bring an action at law against the owner personally obligated to pay the same and/or bring an action to foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein.

The lien, as provided for herein, shall be subordinate to the lien of any mortgages or deeds of trust. Sale or transfer of any lot shall not effect the assessment lien provided for herein. However, the sale or transfer of any lot which is subject to any mortgage or deed of trust pursuant to a foreclosure proceeding, shall extinguish the lien of such assessment as to the payment which became due prior to such sale or transfer, but 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 assessments thereafter becoming due or from the lien thereof, but the liens provided for shall continue to be subordinate to the liens of any mortgages or deeds of trust.

(h). Declarant exempt from assessment. All lots owned by Declarant in the subdivision shall be exempt from any fees, assessments or other charges of any nature whatsoever in connection with the operation of the Association or any assessment or charge set forth herein.

(i). Compliance. In the case of failure of a lot owner to comply with the terms and provisions contained in this Declaration, the Articles of Incorporation or By-Laws of the Association, the following relief shall be available:

1). The Association, an aggrieved lot owner or any lot owner within the subdivision on behalf of the Association, or subdivision shall have the right to bring an action and recover sums due,

damages, injunctive relief, and/or such other and further relief as may be just and appropriate, including recovery of reasonable attorneys fees.

2). The Association shall have the right to remedy the violation and assess the cost of remedying same against the offending lot owner as a special assessment.

3). If the violation is the non-payment of any general or special assessment, the Association shall have the right to suspend the offending owner's voting rights and the use by such owner, his agents, employees and invitees of the common areas in the subdivision for any period during which an assessment against the lot remains unpaid.

4). The remedies provided for herein this paragraph i. are cumulative, and are in addition to any other remedies provided by law.

5). The failure of the Association or any person to enforce

any restriction contained in these restrictions, its Articles of Incorporation or By-Laws shall not be deemed to waive the right to enforce such restrictions thereafter as to the same violation or subsequent violation of similar character.

(j). Declarant Control. The Declarant shall elect the Directors of the Association until such time the declarant owns less than fifteen (15) lots within the subdivision including all additional sections and lots hereafter brought under the jurisdiction of the Association by Declarant or December 31, 1999 whichever event occurs first provided however, Declarant may release its right to elect directors at an earlier date if desired. Thereafter, all owners of lots in the subdivision shall be entitled to one (1) vote for each lot owned in the election of the new Board of Directors, as further provided for in the Articles of Incorporation and the By-Laws of Oriental Plantation Owners Association, Inc.

4. Property Rights of Lot Owner, Gross Easements, and Exceptions and Association Rights.

(a). Every owner of a numbered lot within the subdivision, as an appurtenance to such lot, shall have a perpetual easement over and upon the common areas within the subdivision for each and every purpose or use to which such common areas are generally used. Such easements shall be appurtenant to and shall pass with the title to every lot located within the subdivision, whether or not

specifically included in a deed thereto, subject to the following provisions:

i). The Association shall have the right to make reasonable rules and regulations respecting the use of the same.

ii). The Association hereinafter may grant easements for utility purposes for the benefit of the subdivision and the lots now or hereafter located therein, over, under, along and through the common areas. Provided, however, that no such grant of easement shall have any material adverse effect on the use, enjoyment or value of any lot.

iii). Any easements which may be granted for sanitary nitrification fields shall terminate upon sewer service being furnished to the lots benefitted by some municipal or private agency.

5. Use, Size and Placement of Residences and Structures

(a). Dwelling - Only single family residential structures will be erected or placed on any lot in the property herein described except for those areas which may be designated for patio, zero lot lines or townhouses. No building or structure intended for or adapted to business purposes, charitable or religious organizations and no apartment house, double house, lodging house, rooming house, hospital, half-way house, sanitarium, or doctor's office or other multiple family dwelling shall be erected, placed, permitted, or maintained upon such premises or any part thereof other than above provided and or allowed in Section IV where condominium or commercial activity may be allowed. No improvement or structure of any kind, other than an approved private dwelling house, patio walls, in ground swimming pool, and customary outbuildings, garage, fences or carport may be erected, placed, or maintained on any lot.

Any garage, carport, or other outbuildings shall be of the same design and color scheme as the dwelling house. In addition, the Declarant reserves the right to require that the aforementioned buildings be of the same material and design as the residence. This requirement would be applicable when rear yard visibility is of significance to the aesthetics of the community.

(b). Single family detached homes on lots exceeding 10,000 square feet in size must have a minimum of 1500 heated square feet if a one story dwelling and if a two story dwelling, a minimum of 2,000 heated square feet with at least 1,200 heated square feet in the ground floor. Patio homes must have at least 1,200 heated square feet and townhouses not less than 1,000 heated square feet.

(c). The Declarant, its successors or assigns, shall have the authority to establish regulations pertaining to the height and size requirements of all other types of structures, including but not limited to fences, walls, copings and mailboxes. Such regulations shall, in the Declarant's sole discretion, conform with the general development scheme.

(d). Setbacks - No building on any lot shall be located nearer to any property line than 40 feet from the front line, twenty (20%) percent of mean lot depth from the rear line, and 15 feet from side lines unless a different set back is shown on the recorded plat, in which case the plat shall control the location of such building(s). Since the establishment of standard inflexible building set-back lines for location of buildings tends to force construction of structures both directly behind and directly to the side of other structures with detrimental effects on privacy, view, preservation of important trees and so forth, no specific set-back lines are established by these covenants except as set forth above. In order to insure, however, that the location of structures will be staggered where practical and appropriate, so that the maximum amount of view and attractiveness will be available to each structure; that the structures will be located with regard to the topography of each individual lot, taking into consideration the location of large trees, lot elevations and similar considerations, Declarant reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon all properties; provided, however, that such location shall be determined only after reasonable opportunity is afforded the owner to recommend a specific site. Exact location of the dwelling and outbuildings shall be shown on the site plan for each lot and approved by the Declarant.

(e). Fences - In order to preserve the natural quality and aesthetic appearances of the existing geographic areas within Oriental Plantation. No fences may be constructed so as to project nearer the street than the nearest portion of any home constructed on the homesite. All fences as to type, materials and location are subject to approval of the Architecture Control Committee. No fences shall be permitted on any lot or lot line unless, in the sole opinion of the Declarant, a fence or other enclosure will not detract from the character of the area. In general, approved fences must be made of wood, not exceeding five (5) feet in height and be attached to and located directly behind the dwelling. No rear yard fences, dog pens or outbuildings will be allowed on lots that adjoin any lake or creek.

(f). No above-ground structure (except approved fences or walls) may be constructed or placed on any lot in the subdivision

except within the building lines stated in Section 2.D of these covenants.

(g). No unsightly construction, clothes lines, or sheds or outbuildings (other than permitted by the Architectural Control Committee) or unsightly condition of any kind may be placed or allowed to remain on the water side of any water front lot.

6. General Prohibitions and Requirements

(a). Plumbing - All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a sewage disposal system approved by the appropriate governmental authority which may be a septic system; however, such system must be connected to any private or public sewer system within 3 months of the time such sewage system is brought to the property lines. No outside toilet shall be constructed or permitted on any lot except portable toilets during construction of the main residence.

(b). Temporary Structures - No temporary residence, mobile home, trailer, camper, tent, or other building shall be placed on or erected on any lot, provided, however, that the Declarant may grant permission for any such temporary structure for storage of materials during construction. Any such temporary structures as may be approved shall not be used at any time as a dwelling place.

(c). Construction Schedule - Once construction is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within six (6) months from commencement, with extensions, as approved by the Declarant.

(d). Occupancy - No residence shall be occupied either temporarily or permanently until completed in accordance with plans and specifications. This covenant supersedes temporary occupancy permits that may be available from Pamlico County or other jurisdiction.

(e). Animals and Pets - No animals, birds, or fowl shall be kept or maintained on any part of any lot except not to exceed two dogs, two cats, and two pet birds, and other such domestic pets approved by Architectural Control Committee, none of which will be allowed to roam loose, but not for any commercial use or purpose. All pets must remain in the confines of the owner's property or on a leash.

(f). Trucks, Vans, Trailers, School Buses, Etc. - No trucks or buses of any nature other than pick-up trucks, small vans, or trailers shall be parked overnight on any lot except in an enclosed

garage. A pleasure boat on its trailer and recreational vehicles may be parked or stored on that part of any lot away from the street lying beyond the front building line.

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

(h). Lot Access - No motor vehicle, cart, or the like shall enter any lot except from the street or streets to which any such lot is adjacent.

(i). Trash Containers and Fuel Tanks - Every storage tank, including but not limited to fuel storage tanks, and every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or placed and kept as not to be visible from any lake or creek or from any street except as permitted by the Declarant.

(j). Clotheslines - All outdoor clothes lines and similar equipment shall be screened or so placed as not to be visible from any road or waterway.

(k). Model Home - No structure erected upon any lot may be used as a model exhibit or house except by Declarant unless prior written permission to do so has been obtained from the Declarant.

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

(m). Neighborhood Nuisance - No noxious, offensive or illegal activities shall be allowed on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

(n). New Materials - All structures constructed or placed on any lot shall be built of substantially new material and no used structures shall be relocated or placed on any such lot unless approved by Architectural Control Committee.

(o). Antenna and Satellite Dishes - Only one antenna mast will be permitted not to exceed fifteen (15) feet above the highest ridge of the house to which it is attached. All such antennas must be attached to the rear of the house. Satellite dishes are allowed provided they are constructed of black mesh, located in the rear of the lot and appropriately screened.

(p). Lakes, Docks, Etc. - No owner, whether or not his

property is bounded by the waters of a lake, pond, stream or creek, shall by virtue of his ownership of any property, acquire any right, title or interest in or to the lakes, ponds, streams or creeks within the property or the beds, waters or surfaced thereof. No docks, floats, boathouses, bulkheads, dams or other structures shall be built in such lakes, ponds, streams or creeks without permission of the Declarant.

(q). Dwellings Destroyed - Any dwelling or outbuilding on any lot which is destroyed in whole or in part in 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 ninety (90) days.

(r). Trash Dumpings, Burning, Etc. - No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot or common area. No outside unnecessary burning of wood, trash, leaves, garbage or household refuse shall be permitted unless previously approved by Architectural Control Committee.

(s). Signs - No "for sale" signs of any type (other than builder signs which must be approved by Declarant) may be placed upon any lot until after Declarant has sold all lots. Thereafter all signs including builders signs, realty signs, etc. shall be approved by the Architectural Control Committee. These signs should be placed in the center of the lot six (6) feet behind the curb. Under no circumstances may signs be nailed to trees. Such signs may be used only on a temporary basis.

(t). Air Conditioners - All homes must contain central units, no window are conditioners.

(u). No commercial activity that involves visibility to adjacent property owners or that requires frequent visitors.

(v). Garages - All homes are required to have an enclosed garage, attached or detached.

(w). Parking - Each lot owner shall provide space for parking two automobiles off the street.

(x). Resubdivision of Lots - Resubdivision shall be permitted only for the purpose of adding on to existing lots and shall not be permitted in the event that any such addition would leave a residue. More specifically, any individual lot owner wishing to enlarge his lot by purchasing an adjoining lot will have to purchase the entire adjoining lot or split it with the land owner joining on the other side of said adjoining lot.

(y). Lot Clearing - It is the intention of the Declarant that as many trees as practical, considering the intended use of the property, remain on the lots.

No living tree having a diameter of four (4) inches at a height twelve (12) inches above the ground may be cut on any lot subject to these restrictions without the prior written consent of the Declarant, except such trees as may be growing in the area upon which the residence is to be built or within ten (10) feet of that area.

(z). Mailboxes - No mailbox or paperbox or other receptacle of any kind for the use in the delivery of mail or newspapers shall be erected or located on any lot unless and until the size and design and type of material for said box shall have been approved by the Declarant.

(aa). Use of Water Front - All persons owning water front lots shall maintain said lots at all times in a neat and clean condition. All piers shall be located in accordance with plans submitted to the Declarant or such Architectural Control Committee as may be appointed by Declarant and no dumping of garbage, leaves, trash, oils or other chemicals shall be dumped on any lot or within the waters of any lake, creek or estuary located in or adjacent to said subdivision. No boat owner shall discharge any holding tank into any waters of any creek or other water way within or adjacent to said subdivision and no boat shall ever be used as a residence. Boat houses may be constructed but must be approved by the Architectural Control Committee and must be constructed of suitable materials. Such boat houses may not be located in such a manner as to obstruct the view of any other lot. Nothing contained herein shall prevent the use of certain lots for a marina as designated on the plat of Oriental Plantation.

7. Easements

(a). Drainage, Utility and Other Easements: Easements for the installation and maintenance of utilities are reserved as shown on the plat of said subdivision. Declarant reserves the right to subject the real property in this subdivision to a contract with Tideland Electric Membership Corporation for the installation of underground electric cables and street lighting which will require a continuing monthly payment for street lighting, which said payment shall be the responsibility of the Association. Declarant also reserves the right to subject the real property in this subdivision to a contract with Carolina Telephone and Telegraph Company for the installation of underground telephone cables.

(b). Declarant reserves for itself, its successors and

assigns, for purposes it deems incident to its development of the real property subject to these Restrictions, in addition to those shown on the recorded plat, the following easements and/or rights of way:

1). The Declarant reserves a perpetual easement in, on, over and under all streets, lanes, drains and utility easements as shown on the subdivision plats on the individual sections to be developed by it and in, on, over and under a strip of land ten (10) feet in width (unless otherwise indicated on the plat) along the side and rear and fifteen (15) feet along all front yard property lines of each lot and area, with the full right of entry by it or its licensees for the purpose of establishing, constructing and maintaining any underground utility, conduits, and wires for telephone, electric power and other purposes, to lay, install and maintain facilities for sewage, potable and non-potable water, gas, storm drainage and other utilities therein. This reservations shall not be construed as an obligation of Declarant to provide and maintain any such activity or service.

2). Declarant also reserves the right to trim, cut and remove any trees and brush for the installation, operation and maintenance of utility lines, gas, water and sewer means and other services for the convenience of the property owners and appurtenances thereto.

(c). Declarant reserves for itself, its successors and assigns an exclusive easement for the installation and maintenance of radio and television transmission cables within the right-of-way and easement areas reserved and defined above.

(d). On each lot, the rights-of-way and easement areas reserved by Declarant or dedicated to public utilities purposes shall be maintained continuously by the lot owner but no structure, plantings or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with the installation or maintenance of utilities; which may change the direction of flow of drainage channels in the easement; which may obstruct or retard the flow of water through drainage channels in the easements; or which damage or interfere with established slope ratios or create erosion problems; provided, however, that where the existing location of an easement or drainage channel reserved in these restrictions or shown on the recorded map would hinder the orderly development of the lot on which the easement is located, the easement or drainage channel may be relocated by Declarant at Declarant's option. Improvements within such areas shall also be maintained by the respective lot owner except for those which a public authority or utility Declarant is responsible.

Any person, firm, or corporation acquiring title to two or

more continuous lots shall be allowed to erect a residence or other allowable structure across the interior lot lines. The easements reserved herein and those shown on the recorded map that would be relative to such interior lot lines shall be withdrawn and not constitute an encumbrance on such lot.

Any relocation or withdrawal shall be first approved by the Declarant and a recorded plat showing the easement as originally located and as withdrawn or relocated shall be recorded in the Office of the Register of Deeds of Pamlico County.

8. Declarant's Right to Perform Certain Maintenance. In the event an owner of any lot shall fail to maintain the premises and/or the improvements situated thereon in a manner in keeping with other property in the neighborhood or community, the Declarant shall have the right, through its agents and employees, to enter upon said lot and clear, clean, repair, maintain and restore the lot and clear, clean, repair, maintain and restore the lot and the exterior of any building and any other improvements erected thereon. The cost of such maintenance, including any expense of collection, not limited to attorney's fees and costs, plus eighteen (18%) percent interest per annum shall be considered a legal obligation of the lot owner for which the Declarant may maintain an action in a court having jurisdiction, but shall not constitute a lien on said lot unless and until a final judgment of such court shall be entered in the Office of the Clerk of Pamlico County. Any lien obtained will be subordinate to any first deed of trust. At Declarant's option and election, enforcement of this paragraph may be delegated to a committee of the Homeowners Association to be formed.

9. Architectural Control Committee. An Architectural Control Committee shall be formed consisting of the Board of Directors of the Association. The Board may appoint a committee to act as Architectural Control Committee if it desires.

(a). Responsibility of the Committee. The Committee shall review and approve building plans as provided herein. No building, as allowed by this document, nor fences, kennels or other structures shall be erected, placed or altered on any residential lot, nor shall any construction take place on any lot until the construction plans and specifications have been approved by the committee. No land clearing, landscaping, cutting trees, bushes or shrubs or other land-disturbing activity shall take place until plans and specifications for such activity shall have been approved by the committee. The plans shall show the location of the building and improvements to be made and shall be prepared in a professional manner.

The committee will review and shall approve the plans and

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specifications if the proposed improvements meet all of the requirements of these covenants and, if in its opinion, the exterior appearance and location of the improvements will be visibly compatible with other development in the subdivision or, at a minimum, will not be detrimental to future property sales or surrounding property value. No architectural "style" or materials will be excluded; however, all materials, features, and styles must be, in the opinion of the committee, professionally and aesthetically acceptable. By acceptance of a deed, purchasers agree that the actions of the committee are in the best interest of all of the owners within the subdivision and that they will abide by the decisions of the committee. Declarant, the committee, or other owners may seek injunctions to compel compliance with committee decisions, or damages resulting from failure to act in accordance with the directions of the committee. The committee shall receive three (3) sets of plans and shall approve or disapprove within thirty (30) days, of receipt thereof, and in the event the committee fails to approve or disapprove same within thirty (30) days, approval, for purposes of this paragraph, shall be deemed to have been given. It shall be each individual lot owners responsibility to provide the committee with the above mentioned plans prior to commencement of any construction.

(b). Until an Architectural Control Committee is established, the Declarant shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with any of the provisions of these Restrictions; the Declarant shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with any of the provisions of these Restrictions; 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; if the plans and specifications submitted are incomplete; or in the event the Declarant 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 Declarant shall be final and not subject to appeal and review.

(c). Neither the Declarant nor Architectural Control Committee 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.

(d). The Architectural Control Committee and/or the Declarant or its agents shall have the right to inspect all construction to

insure that the structure 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, the Declarant 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.

(e). Nothing contained herein shall cause the Architectural Control Committee liable for any defects in the construction of any structure and all lot owners do hereby specifically release said Architectural Control Committee from any liability for claims of any nature whatsoever arising out of the actions of the Architectural Control Committee.

10. Subdivision or Dividing of Lot. An owner of two (2) or more adjoining lots may construct a dwelling and/or other structures permitted hereunder upon and across the original dividing line of such adjoining and continuous lots, all such structures to comply with the minimum building set-back lines from the new outside boundary lines of the subject owner's property. No lot, as shown on the subdivision plat, shall be subdivided unless the segments of the subdivided lot shall be recombined with another lot so as to create larger lots and also, such that the aggregate number of lots in the subdivision is not increased or decreased for assessment purposes.

11. Common Areas. The common areas of the subdivision shall be defined as follows:

(a). Entrance signs; if any and the property upon which they are located, unless it is a street or right-of-way.

(b). Common area lighting and subdivision street lighting, if any.

(c). Street rights-of-way, shoulder and storm retention areas as shown on plat, prior to dedication and acceptance by the town of Oriental or other public body.

(d). All amenities constructed by Declarant including any clubhouse, pools and tennis courts.

(e). All other property shown as "common area" on the plat including any walkways or other access areas.

(f). Any areas the Association determines to be a common area in the future, including, but not limited to, additional phases of Oriental Plantation.

(g). All easements to state maintained roads and Smiths Creek Road.

12. Animals and Pets. No animals shall be kept on the property save and except normal house pets. No pets shall be kept, bred or maintained for any commercial purposes. Such pets shall be kept confined at all times in the rear yard within an approved enclosure if not inside the residence, and at no time shall said pets be allowed to roam free. Pets must be on a leash when not confined in an approved enclosure.

13. Driveways. All lot driveways must be concrete. A lot owner may use other materials only upon first obtaining the written approval of the Architectural Control Committee.

14. Lot Appearance. Each lot owner of improved lots shall keep the lot mowed and weeds cut regularly. Grass shall not be allowed to be more than four (4") inches above ground level except unimproved lots shall be maintained at six (6") inches above ground level. All lots shall be kept clear of all unsightly objects and debris. All lot owners shall be required to dispose of waste as provided by Pamlico County or other jurisdiction and pay for such services if there is a fee. All exterior garbage receptacles (trash cans) shall be screened so not to be visible from the street or adjacent property. If any lot owner fails to comply with the provisions of this paragraph either Declarant or the Homeowners Association, as the case may be, may take such actions as is necessary to bring any lot in compliance herewith and any charges or costs incurred shall be the liability of the owner(s) of such lot. Such cost shall become a lien against said lot and shall be subject to and enforceable pursuant to subparagraph 3(g) hereinabove.

15. Remedies.

(a). The Declarant or any property owner or any party to whose benefit these restrictions inure may proceed at law and in equity to prevent the occurrence, continuation or violation of any of these Restrictions and the court of any such action may award the successful party reasonable expense in prosecuting such action, including attorney's fees.

(b). The remedies hereby specified are cumulative, and this 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 the Declarant, 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 of (or an estoppel of that party to assert) any right

available to him upon the reoccurrence or continuation of said violation or the occurrence of a different violation.

16. Grantee's Acceptance.

(a). The grantee of any lot subject to the coverage of the Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract of the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and power of Declarant, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, 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 also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such lot, including but not limited to its proximity to any recreational facility.

(c). Each such grantee whose lot is adjacent to available underground electrical service, if any, also agrees to complete the underground secondary electrical service to his residence.

17. Term. These covenants are to run with the land and shall be binding on all parties and all persons, including Declarant and all persons claiming under them for a period of twenty-five (25) years from date of recording of these covenants, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change those covenants in whole or in part.

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

19. Variances. The Declarant 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 confirmatory with the intent and purpose 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 neighborhood or

the subdivision. Any such variance shall be approved by the Declarant in writing and delivered to the lot owner.

20. Captions. The captions preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or the neuter.

21. Amendment to Declaration. Except for an increase in the Annual General Assessment by more than twenty (20%) percent, this Declaration may be amended by an instrument executed by not less than fifty-one (51%) percent of the lot owners in the subdivision. The amendment must be recorded in the Pamlico County Registry to become effective. For purposes of this paragraph the term "lot owner" shall mean and refer to an entity which owns one or more lots in the subdivision. For purposes of this section, each lot owner shall receive one (1) vote for each lot owned.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands and seal, this 10th day of August, 1990.

ATTEST:

Raymond K. Taylor
Secretary



ORIENTAL PLANTATION, INC.

BY:

Blitt W. Taylor
President

James A. Williford (SEAL)
JAMES A. WILLIFORD
SUBSTITUTE TRUSTEE

ATTEST:

Ray B. White
Secretary

WACHOVIA BANK & TRUST COMPANY, N.A.

BY:

TE & F
Vice President

HENDERSON, BAXTER & GORDON, P.A., ATTORNEYS AT LAW, P.O. DRAWER U, NEW HAVEN, NC 28643