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Additions to be made

## ***REVISED (as would be submitted)***

**NORTH CAROLINA  
CARTERET COUNTY**

**AMENDED DECLARATION OF COVENANTS,  
RESERVATIONS AND RESTRICTIONS  
OF WHITE OAK BLUFF SUBDIVISION  
[SECTION ONE] IDENTIFIED AS  
SECTIONS ONE, TWO, THREE, FIVE, AND SIX**

The ~~[Declarant as]~~ owners of White Oak Bluff Subdivision ~~[Section One]~~ in order to assure development in accordance with a uniform scheme, to insure the use of all lots in said subdivision as attractive residential lots, to prevent nuisances, and to prevent the impairment of the attractiveness of the property in order to insure to each lot owner full enjoyment of his property both in use and in maintained and increased value thereof, hereby sets forth covenants, reservations, and restrictions which shall run with the land and shall bind and inure to the benefit of the purchasers, their respective heirs, personal representations, successors and assigns.

The property to which the hereinafter mentioned covenants, reservations and restrictions shall apply is known as ~~[all of]~~: White Oak Bluff Subdivision which comprises: Section One as shown on that plat of White Oak Bluff Subdivision prepared by J.P. McLean Engineering Associates, of record in Map Book 21, pages, 88 and 88A, Carteret County Registry; Section Two and Three, as shown on those plats of White Oak Bluff Subdivision prepared by J.P. McLean Engineering Associates, of record in Map Book 25, pages 76 and 76A (as amended by Map Book 25, page 103), and Map Book 25, page 84, Carteret County Registry; Section Five which includes all of lots 96, 97, and 98, as shown on that plat of White Oak Bluff Section V prepared by Alan Bell Surveying, P.A., of record in Map Book 28, page 994, Carteret County Registry, and Section Six which includes all of lots 99 through 107, as shown on that plat of White Oak Bluff Section VI prepared by Alan Bell Surveying, P.A., of record in Map Book 30 page 670, Carteret County Registry.

These covenants, reservations and restrictions were amended to replace preceding covenants, reservations, and restrictions' separately governing SECTIONS ONE, TWO, THREE, FIVE AND SIX. These amended covenants, reservations, and restrictions were adopted by a vote of \_\_\_\_\_ percent of the lot owners in the respective SECTIONS replacing all previous covenants, reservations, and restrictions and became effective on the recording date of this document in accordance with Article VII herein. Notwithstanding the foregoing, any construction or activity which was conducted in accordance with the previous covenants, reservations, or restrictions and are existing upon the recording of these Amendments, are not affected by these amended covenants, reservations, and restrictions.

The covenants, reservations and restrictions are as follow:

## ARTICLE I

### **DEFINITIONS:**

The following words or phrases, as used in this instrument or any amendment hereto, shall have the following meanings, unless the context shall prohibit such meaning:

1. Front lot line: The front lot line of all Lots shall be that side of the lot facing Bluff Road.
2. Back lot line: The property line opposite the front line.
3. Single-family: A residential structure intended and constructed for collective use by one or more person but excluding structures containing two or more separate areas each of which contains separate living, sleeping, bath and food preparation areas for occupancy by unrelated persons or groups of persons.
4. Association: White Oak Bluff Subdivision [~~Section One~~] Owners Association, Inc.
5. Owner: The record owner, whether one or more persons or entities, of fee simple title to any lot in a subdivision.
6. Declarant: James D. Guthrie, Harold R. Comer, Wayne D. Comer, Tony G. McNeill, John P. McLean and White Oak River Properties, Inc, and Hadnot Investment Group.

## ARTICLE II

### **BUILDING USE:**

Lots in White Oak Bluff Subdivision [~~Section One~~] shall be solely for residential purposes. Only single-family residences shall be allowed and only One (1) single-family residence shall be erected on any one lot. No commercial or business activity shall be permitted on any lot except that owners may maintain private offices within their homes provided such offices are not used for the purpose of serving the public, clients, patients, or customers. No business or professional signs may be erected within the subdivision.

~~[This restriction shall not apply to those activities of the Declarant or its agents which are reasonably required in connection with its marketing activities, as long as unsold lots remain in the subdivision.]~~

## ARTICLE III

### **BUILDING RESTRICTIONS:**

1. Set-back requirements: No part of any structure of any kind, excluding fences and driveways, shall be erected or permitted to remain on any lot which is located nearer to the front boundary line (front lot line) or nearer to the rear boundary line (back lot line) or nearer to any side boundary line (side lot line) than as set out ~~[on]~~ in that plat of the White Oak Bluff Subdivision [~~Section One~~, recorded in Map Book 21 pages 88 and 88A, Carteret County Registry; in Map Book 25, page 103, and map Book 25, page 84, Carteret County Registry; in Map Book 28, page 994, Carteret County Registry and in Map Book 30 , page 670, Carteret County Registry. Moreover, all proposed structures shall adhere to the current rules and regulations of Carteret County and CAMA authorities, if applicable.

No fence shall be erected on any lot which is located nearer to any adjoining road than the closest part of any residence which is located on said lot is located to said road.

2. ~~[Building requirements: All residences shall be located facing the front boundary (front lot line).]~~

No structure shall be constructed on exposed pilings.

3. Building size: All residences in White Oak Bluff Subdivision ~~[Section One]~~, excepting Lot Number One (1), Block "A", shall contain a minimum of ~~[1,200]~~ 1500 square feet of enclosed, heated area exclusive of decks, porches, garages, and carports. ~~[The original residence on Lot Number One (1), Block "A" shall contain a minimum of 900 square feet of enclosed heated area, but should said original residence be destroyed or removed, then any subsequent residence shall contain a minimum of 1,200 square feet]~~
4. Height limitations: No structure shall be erected or permitted to remain on any lot, any part of which (excepting chimneys or flue stacks, electronics antennae, or vent pipes) shall exceed two living stories or forty (40) feet in height measured from the lowest grade level of the building foundation or piers upon which the structure is erected.
5. All residences shall be built-in-place. No mobile homes (including double-wide homes), pre-existing residential structures, or modular homes shall be placed, erected, or permitted to remain on any lot.
6. Period of Construction: The exterior of any house or addition to a house must be completed within twelve (12) months after construction is started, except where such completion is impossible or would result in great hardship to the owner due to fire, national emergency, natural calamity, or other factors outside of the control of the owner.

Within one (1) month of completion of the exterior of any house or addition or alteration to a house, debris and waste material from construction must be removed from the site.

Lot owners shall be insurers of their employees, contractors, subcontractors of their contractors, and material suppliers, to the ~~[Declarant]~~ Association and to the Owners for any damage to roads or to any other common facilities in the subdivision caused by the passage of vehicles and equipment over the roads in the subdivision, or by any other activity associated with construction on lots within subdivision. In the event of such damage, the ~~[Declarant]~~ Association or Owners shall have the authority to repair such damage and assess the costs of such repairs to the lot owner.

7. Allowed accessory structures: ~~[Only]~~ One (1) outbuilding not exceeding one and one-half (1 ½) stories in height and containing not over ~~[192]~~ 800 square feet of interior floor space and One (1) pump house not exceeding ~~[four (4)]~~ eight (8) feet in height and containing not over ~~[twenty (20)]~~ one hundred (100) square feet of floor space shall be located on any lot in addition to the residence located thereon. All accessory structures shall have exteriors (material and finish) which are compatible with the residential structure. For example: A brick finished residential structure is compatible with a vinyl finished accessory structure.

8. Exterior Materials: No structure shall be constructed with an exterior covering of asbestos shingles or of exposed concrete blocks.
9. Outside Lighting: Outside illumination of any lot or dwelling shall be done by means of small incandescent or equivalent lights. No metallic vapor, H.I.D., area lights, or other lights which cannot be restricted to the owners' residence or property shall be used.
10. Driveway connections: All driveway connections shall be constructed in accordance with those standards as set forth by the Department of Transportation (DOT). All pipes shall meet the minimum standards of size and length, and all installations shall be in compliance with accepted practices of the D.O.T. Any ground cover which is left disturbed or destroyed as a result of the installation shall be properly repaired and reseeded with thirty (30) days.
11. Owners of rental properties shall provide renters with copies of these covenants, regulations and restrictions. Under these covenants, owners and their renters are individually, as well as jointly, responsible for adherence to these covenants.

#### ARTICLE IV

##### GENERAL RESTRICTIONS:

1. No swine, cows, horses, goats, fowl or other livestock, or wild animals shall be kept or maintained on any lot; nor shall any dog kennels or other such projects involving the rearing, handling or care of any animals or birds in large numbers or commercially be conducted or maintained within the subdivision. Dogs, cats, or other domestic animals generally considered as pets, shall be allowed so long as said animals are of a quiet and unoffensive nature.
2. No watercraft shall be kept on any lot except that watercraft of a size which may be lawfully transported by automobile trailer and recreational vehicles may be kept on the property, provided that there shall be no more than two (2) such per lot.
3. Boats, boat trailers, travel trailers, motor homes, campers, and other recreational vehicles shall be stored within a garage or shall be so kept as to be inconspicuous as possible from the access road.
4. No tents ~~[or]~~, barns ~~[or]~~, travel trailers, motor homes, campers, or similar vehicles shall be occupied as living quarters while on the property.
5. No advertising signs of any kind except "For Sale" or "For Rent" signs shall be permitted on any lot.
6. No lot ~~[in White Oak Bluff Subdivision Section One]~~ may be subdivided so as to reduce its size. An owner may combine two (2) or more lots for the construction of a single residence.
7. Unimproved lots shall be kept free of trash, unsightly debris, and stored materials and vehicles.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
9. All clothes lines or appliances of any type designed for the purpose of drying laundry shall be erected and maintained at the rear of the dwelling on each lot, suitably screened from view.

## ARTICLE V

### **EASEMENTS:**

Each lot in White Oak Bluff Subdivision [~~Section One~~] is burdened by and benefited by certain easements in perpetuity, running with the land, as follows:

1. The [~~Declarant~~] Association reserves an easement, or right-of-way which it may assign, over the front and back of each lot fifteen (15) feet in width and over each side ten (10) feet in width for the purpose of granting right-of-ways for water and sewer pipes, telephones, electric light poles, wires, cables, and any other equipment necessary for the installation, use and maintenance of utilities, including water, electricity, telephone or drainage.
2. General utilities easements: In addition to the foregoing, each lot in White Oak Bluff Subdivision [~~Section One~~] is subject to a general easement granted, or to be granted, by the [~~Declarant~~] Association to the furnishers of utilities to individual lots within the subdivision, for the purpose of providing utilities services to the individual lots.
3. Access road: The private access shown on Map Book 21, page 88A shall be maintained by the [~~Declarant until title is transferred to the Association after which transfer it shall be maintained by the~~] Association. All lots of White Oak Bluff Subdivision [~~Section One~~] are granted a non-exclusive easement over said private access road for the purpose of ingress and egress to the "private park."
4. Rights of owners to use of private park: Each lot in White Oak Bluff Subdivision [~~Section One~~] has associated with the ownership of said lot a non-exclusive right to use of the private parks. Said right may not be assigned or sublet by lot owners. [~~Declarant~~] The Association reserves the right to grant a non-exclusive use of said private parks and of the private access road to any heirs, successors or assigns for the use and benefit of future land owners. [~~of any of that area lying within the boundaries of AREA 4 as more particularly shown on that plat entitled "Survey Map Areas 3-3A & 4. Sowing property of MOWER LUMBER CO." of record in Map Book 7, page 85, Carteret County Registry.~~] [~~Declarant prior to transfer of title to the Association and the Association after title is transferred.~~] The Association may, at its discretion, prescribe and enforce reasonable rules and regulation with respect to the use of said parks. The Declarant has no legal or equitable interest in the private parks or in the roads providing ingress and egress to and from the private parks.
5. The private road known as Red Oak Drive shall be maintained by the Association for the benefit of the Section VI lot owners and it shall be the sole responsibility of all lot owners in Section IV.

## ARTICLE VI

### WHITE OAK BLUFF SUBDIVISION [SECTION ONE OWNERS] ASSOCIATION, INC.

All purchasers of lots in White Oak Bluff Subdivision [~~Section One~~] shall, and by their acceptance of deeds conveying such lots do, for themselves, their heirs, successors and assigns, agree to become members of the White Oak Bluff Subdivision [~~Section One~~] Owners Association, Inc., a North Carolina non-profit corporation organized for the purposes set out in the Articles of incorporation and Bylaws thereof.

1. Responsibility of the Association: The Association shall assume responsibly for such functions as shall fall within the purpose for which it is chartered, including, but not by way of limitation, the following:
  - (a) Maintenance of the two private parks and the private access way as shown on the plat of White Oak Bluff Subdivision Section One of record in Map Book 21, pages 88 and 88A, Carteret County Registry.
  - (b) Enforcement of the provisions of the Declaration.

The Association may receive title to and may dedicate or transfer title to any property to which it holds title, to any public agency of authority, provided such transfer is agreed to by three-fourths (3/4) of the members of the Association.

2. Assessments:

- (a) [~~There shall be no assessments until January 1, 1990.~~]  
Assessments begin January 1, 1990 and shall continue thereafter.
- (b) Each owner of a lot or lots in White Oak Bluff Subdivision [~~Section One~~] by acceptance of the deed thereto, whether or not it shall be expressed in such deed, is deemed to, and does thereby, covenant and agree, on behalf of himself, his heirs, successors, and assigns, to pay assessments to the Association for the expenses incurred in providing services and in maintaining the properties which are the responsibility of the Association.

3. Voting rights: [~~The Declarant shall elect the Directors of the Association until such time as 70% of the lots of White Oak Bluff Subdivision Section One shall have been conveyed or until January 1, 1990, whichever first occurs. Thereafter,~~] Directors shall be elected by the lot owners with all owners of lots in White Oak Bluff Subdivision [~~Section One~~] being entitled to one (1) [~~Section One~~] vote for each lot, as further provided in the Articles of Incorporation and the Bylaws of the White Oak Bluff Subdivision [~~Section One~~].

At all meetings of the members, each vote may be cast in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be

revocable and shall automatically cease upon conveyance of his Lot by the member giving proxy.

4. Lien of assessment: The assessments, including all regular and special assessments, late fees, fines, [called for hereinabove, together with] interest and costs of collection, including court costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with late fees, fines, 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 became due. Personal obligation for delinquent assessments shall not pass to ~~[his]~~ their successors in title unless expressly assumed by them.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by law. The Association may bring an action at law against the owner or owners personally obligated to pay the same or may foreclose the lien against the property, and the Association is hereby granted power of sale to conduct said foreclosure. Any interest, costs and reasonable attorney's fees of the action of foreclosure shall be added to the amount of such assessment. Such foreclosure shall be conducted under the procedure prescribed by statute in North Carolina for sales under a power of sale. In addition to the remedies set out hereinabove, the Association, acting by and through its Board of Directors, may deny the right to use of any of the private parks to any lot owner whose assessment is not paid with thirty (30) days after the date upon which it is due, provided however, that applicable procedural requirements under North Carolina law have been met.

5. Subordination of lien to mortgage: The liens provided for herein shall be subordinate to the lien of any mortgage, mortgages, deed of trust or deeds of trust. Sale or transfer of any lot shall not affect the assessment lien provided for in the preceding section. The sale or transfer of any lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof which became due prior to such sale or transfer, but shall not extinguish the personal liability of the transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof, but the liens provided for shall continue to be subordinate to the lien of any mortgage, mortgages, deed of trust, or deeds of trust.

## ARTICLE VII

### **DURATION AND AMENDMENT:**

All restrictions and covenants set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date of recording of the Declaration, after which these restrictions and covenants shall be automatically extended for additional periods of ten (10) years each.

This instrument may be amended at any time by an affirmative vote of ~~[sixty percent (60%)]~~ fifty percent (50%) of the then owners of lots in White Oak Bluff Subdivision [~~Section One~~].

**ARTICLE VIII**

**ENFORCEMENT:**

In the event of a violation or breach of any of the covenants and restrictions herein by any owner or agent thereof, the [~~Declarant~~] Association, the owners of other lots, jointly or severally, or the Board of Directors of the Association acting on behalf of such owner or owners, shall have the right to bring an action to compel compliance or to enjoin such violation or breach. In the event the enforcement action should result in a judgment in favor of the owner(s) bringing the same, or in favor of the Association, reasonable attorney's fees and costs shall be recovered in such action. The failure to enforce any right, reservation, restriction or condition contained in the Deed, or in these Restrictive Covenants, as amended, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

**ARTICLE IX**

**SEVERABILITY:**

The invalidation by any court of any restrictions or obligations contained in this Declaration, as amended, shall in no way affect any other provisions hereof, which shall remain in full force and effect.

**ARTICLE X**

The "Revision of the Declaration of Covenants, Reservations, and Restrictions of White Oak Bluff Subdivision Section One" recorded in Book 511, page 83 of the Carteret County Registry, recorded on January 17, 1985, is hereby revoked and is hereafter null and void.

IN TESTIMONY WHEREOF, the said parties, as [~~Declarant~~] the Association, have hereunto individually set their hands and seals and White Oak Bluff Properties, Inc., has caused this instrument to be signed in its name by its President and attested by its Secretary, with its corporate seal hereto affixed, and all by order of its Board of Directors duly and regularly given this the \_\_\_\_ day of \_\_\_\_\_, 2008.

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Larry Jones, President

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Nick Crane, Secretary

**NORTH CAROLINA  
CARTERET COUNTY**

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**REVISION TO DECLARATION OF**

~~\_\_\_\_\_~~  
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~~\_\_\_\_\_~~  
**COVENANTS, RESERVATIONS AND  
RESTRICTIONS OF WHITE OAK BLUFF  
SUBDIVISION SECTION ONE**

~~\_\_\_\_\_~~ The Declarant as owner of White Oak Bluff Subdivision Section One hereby amends that DECLARATION OF COVENANTS, RESERVATIONS AND RESTRICTIONS OF WHITE OAK BLUFF SUBDIVISION SECTION ONE of record in Book 508, page 479, Carteret County Registry, as follows:

**ARTICLE III (2)**, which presently reads “Building requirements all residence shall be located facing the front boundary (front lot line)”, is hereby amended to read:

Building requirements: All residences shall be located facing the front boundary (front lot line), with the exception of those lots located in Blocks “A” and “B” which lots may have residences which face either the water front or the front boundary.

**ARTICLE V (1)** which presently reads “The Declarant reserves an easement, or right-of-way which it may assign, over the front and back of each lot fifteen (15) feet in width and over each side ten (10) feet in width for the purpose of granting right-of-ways for water, and sewer pipes, telephones, electric light poles, wires, cables, and any other equipment necessary for the installation use and maintenance of utilities, including water, electricity, telephone or drainage”, is hereby amended to read:

The Declarant reserves a fifteen (15) foot wide easement, or right-of-way which it may assign, over the front and back of each lot in Blocks “E”, “F”, and “G”, and over the front of each lot in Blocks “A” and “B”, and a ten (10) foot wide easement over each side line in Blocks “A”, “B”, “E”, “F” and “G”, for the purpose of granting right-of-ways for water and sewer pipes, telephone, electric light poles, wires, cables, and any other equipment necessary for the installation, use and maintenance of utilities including water, electricity, telephone or drainage.

~~\_\_\_\_\_~~ Except as hereinabove amended, all of that Declaration Covenants, Reservations and Restrictions of White Oak Bluff Subdivision Section One of record in Book 508, page 479, Carteret County Registry, shall remain in full force and effect.

~~\_\_\_\_\_~~ IN TESTIMONY WHEREOF.....