

Goodtimes, Inc.'s
CARL'S WOODS
A Doublewide / Modular Deed
Restricted Community

NORTH CAROLINA

BEAUFORT COUNTY

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS made and declared this the ___ day of _____, 1999, by **GOODTIMES, INC.**, hereinafter called "Declarant":

WHEREAS, Declarant is the owner of certain real property described as follows:

All that certain tract or parcel of land located in Bath Township, Beaufort County, NC more particularly described on the attached exhibit A.

WHEREAS, Declarant intends to develop the property described above under a common scheme of development so that the restrictions and declarations herein imposed shall inure to the benefit of each and every purchaser of lots or parcels out the above tract.

WHEREAS, it is the purpose of this Declarant to declare and publish the covenants and restrictions which shall apply to the lands described;

THEREFORE, Declarant does hereby declare and make known and publish that the following covenants and restrictions shall run with the lands herein before described, and said covenants and restrictions shall be binding on all parties, entities, or persons purchasing said lots or their heirs or assignees or any other person claiming under them.

THE COVENANTS, RESTRICTIONS, AND DECLARATIONS ARE AS FOLLOWS:

1. No lots shall be used or occupied for the manufacture or sale of any articles of any kind or character whatsoever, or for the carrying on of a business, for a hotel, motel, rooming house, or boarding house. Only single family residential double wide trailers, modular factory homes, or site built homes shall be placed, or constructed. All housing units shall be set upon brick foundations and all homes, outbuilding, or garage shall have fiberglass shingles. Any damages occurring to the foundation shall be repaired with fourteen (14) days with the exception of destruction by fire or other causality.

1.a. No commercial activity, trade, business, profession or any other activity, which will reasonably disturb the harmony and peaceful existence of neighboring lot owners shall be conducted on any premise.

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1.a.1. The storage or keeping, temporary or otherwise, of related materials or items of that profession, trade, activity, or business, (for example: crab pots and building supplies or materials) on the lot shall not be allowed.

1.b. No portion of a dwelling unit other than the entire dwelling unit may be rented. All tenancies shall be for single family residences as defined in applicable zoning codes and regulations. No dwelling unit may be rented for a term of less than 90 days or for more than three times during any calendar year.

1.b.1. Lot owners and their tenants are jointly and severally responsible for compliance with all provisions of this declaration.

1.c. Garage sales by individuals owners shall be permitted no more than once a year and shall not be more than eleven (11) hours in duration.

1.d. No structure of a temporary character, including but not limited thereto, trailers of any kind, tent, shack, garage, barn, or other outbuilding shall be used or allowed on any lot at any time either temporarily or permanently, except such temporary structures as may be necessary for the storage of materials or the structure as may be required by land owners during the construction on their lots. No temporary structure provided for the storage of materials or the convenience of workmen shall be used on any lot at anytime as a residence either temporarily or permanently. Building line setbacks shall be as follows: Side Yards - 15 feet; Front Yards - 30 feet; Rear Yards - 25 feet.

1.e. No structure or improvement shall be erected, placed or permitted and no alteration shall be made or permitted on any Lot which shall in any way hinder the surface or sub-surface drainage of any portion of the subdivision.

1.e.1. The grade level of the land shall not be materially altered by an owner without written consent of the developer. Prior written approval of all governmental bodies or agencies having jurisdiction over the matter shall first be obtained before the developer may give its consent.

1.e.2. No filling or grading shall be done by an Owner that will adversely affect the proper drainage of any other land in the subdivision or that is contrary to the subdivision's permitted development plan. No changes to the Storm Water Management Plan shall be allowed without the lot owner submitting a revision to the permit and receiving approval from the Division of Water Quality, State of North Carolina.

1.e.3. The allowable built-upon area per lot is 5,900 square feet and shall be inclusive of that portion of the right-of-way between the front lot line

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and the edge of the pavement, structures, pavement, walkways of brick, stone, slate, not including wood decking.

1.e.4. The covenants pertaining to storm water regulations may not be changed or deleted without concurrence of the State.

1.e.5 All home owner(s) / lot owner(s) are strictly prohibited to fill in or pipe any vegetative conveyances (ditches, swales, etc.), except for average driveway crossings, shown on the approved plans as part of the Stormwater Management Plan without submitting a revision to the Permit and receiving approval from the Division of Water Quality, State of North Carolina.

2. All structures shall be built in accordance with the NC Residential Building Code and within limitations set forward in the Storm Water Management Permit.

2.a. Lots shall be used exclusively for residential purposes and no more than one residence shall be erected on any of the lots, but when one owner acquires two or more adjoining lots then in that event, the adjoining one or more lots may be used as one building site, in which the side line easements referred to herein shall apply to the outside perimeter property line of the combined lots acquired by said property owner. This does not disallow and individual from acquiring two adjoining lots and placing or building an approved residential home on each lot. Under no circumstances may a lot be re-subdivided for the purpose of creating additional lots or building of an additional residential home. The built-upon area is limited to 5,900 square feet times the number of lots regardless of lot size differences.

2.b. All permanent garages and storage buildings will be of: (a) materials comparable in quality to those used in the main dwelling; (b) shall have foundations of equal heights and materials to at least that of the dwelling; (c) have fiberglass shingles and a roof pitch equal to that of the dwelling and shall conform to the limitations set out in the approved Storm Water Management Plan.

2.c. The requested location of the house, driveway, and any addition or out building must be clearly marked on the lot. It shall be the intent and purpose of the property owner and developer to retain the sizeable and beautiful trees of the subdivision. Goodtimes, Inc., Permittee, is responsible for verifying that the initial proposed home plans do not exceed the allowable built-upon area. Once the lot transfer is complete, the home plan may not be revised without approval from the Permittee, and responsibility for meeting the built-upon area limit is transferred to the individual homeowner / lot owner.

2.c.1. All modifications to the dwelling, out building, or garage shall conform to all conditions of these covenants.

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2.c.2. Tree removal will be allowed for the home site and an area of 15' (fifteen feet) from the home or outbuilding. Small immature trees shall be allowed to be removed. Tree removal shall be allowed for a normal sized driveway and within 5' (five feet) of either side of the driveway. It is the intent of the developer that all reasonable efforts be made to preserve the beautiful trees of the subdivision.

2.c.3. Any trees on the lot that shall become diseased or otherwise damaged as a result of a natural act(s) of God and therefore create a hazard to the homeowner or to the community shall be allowed to be removed and such removal costs are the responsibility of the lot owner.

3. The ground floor of a single family residence, exclusive of porches and garages, shall not be less than 1,200 square feet for a one story dwelling, or 1,000 square feet for a dwelling of more than one story of heated livable space. No single wide residential trailers, or modular single wide units, regardless of the heated square footage, shall not be allowed on any lot in the subdivision.

4. The exterior of any residence or other improvement or alteration must be completed within four (4) months of the commencement of construction of said residence, alteration or improvement in accordance with the construction plans and specifications.

4.a. All aboveground swimming pool, hot tubs, therapy pools and hydra spas shall be screened from view by vegetation or other appropriate means. All in-ground pools within Carl's Woods shall be constructed to comply with applicable rules, regulations and standards of all governments having jurisdiction. All such items listed shall be included in the allowable built-upon restrictions as set forward in paragraph 1.e.3.

5. No structure shall be used at anytime either temporarily or permanently as a residence until the exterior is completed and all sanitary facilities are fully operative and all required governmental inspections have been completed before utilities are used.

6. No guns shall be permitted to be discharged, except for discharges involved in the safety of the lot owner or his family, on any property within the subdivision including any roads coming into, or within the subdivision.

7. No sign of any kind shall be displayed to the public view on any lot to the public except one (1) of not more than one (1) foot square to designate the name of the resident and one (1) sign of not more than four (4) square feet advertising the property for sale or rent which shall be located in the front yard.

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8. No electrical or electronic emissions or devices shall be permitted if it interferes with telephone, television, or other communication reception in the area.

8.a. No towers, antennas, aerials or overhead wires or cables shall be permitted except for: (1.) Satellite dishes that do not exceed one meter (39") in diameter. (2.) TV antennas to receive video-programming signals from television broadcast stations (TVBS). (3.) Antennas used to receive MMDS.

8.a.1. All such antennas and satellite dishes shall be located to the rear of the property or on the rear of the house so as not to be visible from the street provided such placement does not preclude the owner from receiving any acceptable quality signal.

8.a.2. If reception requires placement in any area other than provided in above paragraph 8.a.1., then placement shall be in the least obtrusive location possible, which does not impair reception. If the location is such that it is obtrusive and has significant visual impact in the community the developer may require that the antenna or satellite dish be screened by landscaping plantings.

9. No noxious or offensive activity shall be carried on or conducted upon a lot, or within the boundaries of the subdivision, including the road entering from the highway or within nor shall anything be done thereon which may be or may become an annoyance, nuisance or detriment to the owners or other property in the neighborhood.

10. No animals, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept on any lot, except that a dog, cat, or any household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. All lot owners who keep household pets shall be responsible for any destruction, damage, or injury to property of any or all of the lot owners or visiting guests in the subdivision. Such damage or injury shall be repaired or paid for within 7 days. Household pets shall be restricted to the lot owners property. No animals shall be permitted except domestic canines and felines as household pets and ornamental birds in cages. All animal droppings must be picked up by the owner of the animal and not defile any property or road. No animals shall be allowed to create noise audible on any adjoining property to such an extent as to be offensive to a person of ordinary sensitivity.

11. All service utilities and fuel tanks are to be enclosed within a fence, wall or vegetation of a type and size so as to preclude the same from causing an unsightly view from any road, street, or way within the subdivision or from any other residence in the subdivision. All areas of the property shall be kept clean and well maintained.

12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and all other waste shall no be kept except in sanitary containers, which shall be kept in a clean and sanitary condition. No garbage, refuse or trash shall be burned on the lot or within

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- any area of the subdivision. Trash, garbage, and recyclable containers shall be stored out of sight.
13. All buildings, structures, and appurtenances shall be maintained in a suitable state of repair; and in the event of destruction by fire or other casualty, premises are to be cleared of debris within sixty (60) days from date of such casualty.
14. No fences, wall(s), landscaping materials, gardens, or other objects shall be placed on the property that will obstruct the vision of motorists using the roads or deter, be unsightly, or alter the theme of the subdivision. Developer shall have the right to remove or require the removal of any fence, wall, landscaping materials, gardens, or other objects placed on the property if this will, in the Developer's opinion, will alter the theme of the subdivision or obstruct the vision of motorists using the roads. No fence shall extend past the rear corner of the dwelling.
15. Other than small boats of under 21' on trailers, small unoccupied campers or motor homes, no parking is permitted on any area of the lot except the driveway. No vehicle whatsoever shall be parked or stored on a street within the subdivision except that occasional street parking for and by social guests shall be permitted. Further prohibited is any vehicle, whatsoever, which is non-licensed or inoperative or which is undergoing repairs which will cause it to be unused for a period of more than 48 hours or 7 cumulative days within any 30 day period. No major repairs on any vehicle shall be permitted on the streets, driveway, or property except those repairs required to remove the vehicle or tow it.
16. All utility lines and lead in wires, cables, electrical and television lines serving individual residences, out building or separate garages and located within the confines of the lot shall be located underground. No overhead wiring insofar as electrical, telephone, television and other wire using utility services are concerned shall be permitted on any lot.
17. Each lot owner shall have installed and operational within 30 days of occupying the residence, a front yard lighting fixture of at least 5' high, with a bulb of not less than 100 watts, that shall be located 15 feet from the right-of-way and 5 feet of the driveway equipped with a photo-electric cell so that the light turns on and off automatically at dusk and dawn. Each individual lot owner shall be responsible for the maintenance and cost of this fixture and it shall be connected and operational at all times.
- 17.a. All lot owners shall share equally in the expense of operation and maintenance of street lighting provided by the developer and such charges shall be paid within 7 days of receipt. All fees shall be paid 6 (six) months in advance and / or can be pro-rated for each residence with the electrical provider providing the electrical provider offers this service. The developer shall have the lien rights for the collection of assessments if an Owner fails to pay these costs on demand.
18. The foregoing conditions, reservations, easements, and restrictions shall run with the land and be binding upon all purchasers of sites in said subdivision covered by this

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restrictions and upon all persons claiming under them until December 1st, 2029, at which time the said conditions, reservations, easements, and restrictions shall automatically be extended for further successive periods of ten (10) years each unless, by vote of the then owners of record of a majority of the sites shown on said plat, it is agreed on or before such expiration dates, to change the said conditions, reservations, easements, and restrictions, in whole or in part.

18.a. The express intent and purpose of these Land Use Provisions and of the obligations which are herein imposed on each Owner of each Lot and which each such Lot Owner or occupant is hereby obligated to keep and perform is for the mutual protection, welfare and benefit of each and all owners and occupants of each and every Lot in CARL'S WOODS. Each Lot Owner shall be and is hereby obligated to keep and perform these separate Covenants and Restrictions. Failure to do so will result in Court action at the violators' expense.

18.b. These covenants and restrictions will be enforced by the Developer or any Lot Owner of one or more lots in the subdivision by an action at law or in equity against any person violating or attempting to violate the covenants and restrictions. The party bringing the action may recover costs and attorney's fees.

18.c. All easements provided for herein or on the Plat shall be perpetual except as may otherwise be specifically provided. All other portions of these covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period heretofore mentioned.

18.d. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

18.e. Any deed or contract pertaining to the sale, transfer, lease, encumbering or other disposition of a Lot or Parcel in the subdivision shall be subject to the provisions of this instrument even though it is not specifically referenced in the document.

19. Enforcement of these covenants may be by Declarant or any owner in the subdivision, either for equitable restraint against the violation thereof, or at law for damages by virtue of such violation, and the invalidation of any one of the conditions and restrictions shall in no way affect any other of such provisions, all of which shall remain in full force and effect.

20. Buyers must sign a copy of these restrictions and covenants, initial each page, and acknowledge acceptance of these conditions and restrictions prior to any deed being issued and recorded.

21. All Owners of land in Carl's Woods shall keep any unimproved land owned by them free and clear of rubbish and debris, and shall keep the land mowed so that grass, weeds, and other ground vegetation are less than one foot in height. The developer shall have the right

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to perform or have performed this maintenance if an Owner fails to do so, and the cost of the maintenance shall promptly be paid to the developer. The developer shall have the right, after notice to the Owner, to enter upon the Owner's lot in order to exercise these rights. The developer shall have the lien rights for the collection of assessments if an Owner fails to pay these costs on demand.

IN TESTIMONY WHEREOF, the said **GOODTIMES, INC.**, Developer, has caused this instrument to be executed in its name and behalf by its President, and attested by its Secretary, and its corporate seal affixed hereto, all of the act and deed of said corporation by its authority duly and legally given, the day and year first above written.



GOODTIMES, INC.

(Seal) Secretary _____ By _____ President

STATE OF NORTH CAROLINA
BEAUFORT COUNTY

The foregoing instrument was acknowledged before me this _____ day
of _____, 1999, by _____ as President of Goodtimes,
Inc. on behalf of the Corporation.

Notary Public

My Commission Expires: