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Iron Creek

NORTH CAROLINA

BEAUFORT COUNTY

THIS DECLARATION, Made this 26<sup>th</sup> day of October, 1998, by PAGE STEVENS DEVELOPMENT, a North Carolina general partnership with its offices in the City of Washington, North Carolina, and WILLIAM H. PAGE hereinafter called Declarant;

WITNESSETH

WHEREAS, the Declarant is the owner of the real property described in Exhibit A of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest of any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in Exhibit A hereof is and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth below. No property other than that described above shall be deemed subject to this declaration until specifically made subject hereto.

The Declarant may, from time to time, subject additional real property to the protective covenants and restrictions herein set forth by appropriate reference hereto.

ARTICLE I

The real property described in Exhibit A hereof (Hereinafter called Lot or Lots as applicable) is subjected to the protective covenants and restrictions hereby declared to insure the best use and most appropriate development and improvement of each Lot thereof; to protect the owners of Lots against such improper use of surrounding Lots as will depreciate the value of their property ; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to encourage and secure

EXHIBIT A

Attached to and forming a part of that certain declaration by Page Stevens Development, a North Carolina General Partnership, dated the 2<sup>th</sup> day of October, 1998, the real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the various Articles of this Declaration is located in the City of Washington, County of Beaufort, State of North Carolina and is more particularly described as follows:

BEING all of Lots 1-11 of Block B; Lots 1-7 of Block C; and Lots 1-29 of Block D of Iron Creek Subdivision as shown on that plat by Jarvis Associates, P.A., dated, October 19, 1998 and recorded in the office of the Register of Deeds of Beaufort County in Plat Cabinet F, Slide 32-10



COASTAL RIVERS  
REALTY

## IRON CREEK SUBDIVISION

Block	Lot No.	Lot Area	Impervious Area	Area Outside Wetland	Allowed Impervious Area		
A	1	12,057.00	3,617.10				
	2	12,824.00	3,847.20				
	3	12,054.00	3,616.20				
	4	13,210.00	3,963.00				
	5	13,103.00	3,930.90				
	6	14,738.00	4,421.40				
	7	10,342.00	3,102.60				
	8	10,543.00	3,162.90				
	9	10,468.00	3,140.40				
	10	10,194.00	3,058.20				
B	1	15,458.00	4,637.40				
	2	10,023.00	3,006.90				
	3	10,010.00	3,003.00				
	4	10,535.00	3,160.50				
	5	11,512.00	3,453.60				
	6	15,764.00	4,729.20				
	7	15,402.00	4,620.60				
	8	20,028.00	6,008.40				
	9	12,435.00	3,730.50				
	10	14,681.00	4,404.30				
	11	14,181.00	4,254.30				
C	1	31,729.00	9,518.70				
	2	17,419.00	5,225.70				
	3	14,420.00	4,326.00				
	4	11,992.00	3,597.60				
	5	11,230.00	3,369.00				
	6	10,174.00	3,052.20				
	7	12,689.00	3,806.70				
	8	11,696.00	3,508.80				
	9	11,905.00	3,571.50				
	10	12,997.00	3,899.10				
	11	11,650.00	3,495.00				
	12	12,893.00	3,867.90				
	13	13,218.00	3,965.40				
	14	19,145.00	5,743.50				
	15	16,551.00	4,965.30				

## IRON CREEK SUBDIVISION

Block	Lot No.	Lot Area	Impervious Area	Area Outside Wetland	Allowed Impervious Area		
	16	13,387.00	4,016.10				
	17	16,354.00	4,906.20				
	18	13,947.00	4,184.10				
	19	13,044.00	3,913.20				
	20	10,977.00	3,293.10				
	21	10,079.00	3,023.70				
	22	10,301.00	3,090.30				
	23	10,023.00	3,006.90				
	24	11,208.00	3,362.40				
	25	10,486.00	3,145.80				
	26	11,028.00	3,308.40				
	27	10,009.00	3,002.70				
	28	10,857.00	3,257.10				
	29	11,488.00	3,446.40				
	30	11,250.00	3,375.00				
	31	10,918.00	3,275.40				
	32	13,584.00	4,075.20				
	33	11,304.00	3,391.20				
	34	11,252.00	3,375.60				
	35	12,274.00	3,682.20				
	36	10,647.00	3,194.10				
	37	15,230.00	4,569.00				
	38	10,910.00	3,273.00				
	39	10,075.00	3,022.50				
D	1	10,600.00	3,180.00				
	2	10,000.00	3,000.00				
	3	10,000.00	3,000.00				
	4	10,000.00	3,000.00				
	5	10,000.00	3,000.00				
	6	10,000.00	3,000.00				
	7	10,002.00	3,000.60				
	8	10,125.00	3,037.50				
	9	10,382.00	3,114.60				
	10	10,338.00	3,101.40				
	11	12,179.00	3,653.70				
	12	21,665.00	6,499.50				

## IRON CREEK SUBDIVISION

Block	Lot No.	Lot Area	Impervious Area	Area Outside Wetland	Allowed Impervious Area		
	13	18,128.00	5,438.40				
	14	21,200.00	6,360.00				
	15	11,048.00	3,314.40				
	16	10,199.00	3,059.70				
	17	10,268.00	3,080.40				
	18	10,117.00	3,035.10				
	19	12,281.00	3,684.30				
	20	18,348.00	5,504.40				
	21	20,588.00	6,176.40				
	22	23,582.00	7,074.60	15,053.94	4,516.18		
	23	48,950.00	14,685.00	6,221.30	1,866.39	*	
	24	23,834.00	7,150.20	6,272.41	1,881.72	*	
	25	15,065.00	4,519.50	11,424.36	3,427.31		
	26	11,954.00	3,586.20				
	27	12,233.00	3,669.90				
	28	11,263.00	3,378.90				
	29	10,062.00	3,018.60				
	30	12,514.00	3,754.20				
	31	10,009.00	3,002.70				
	32	12,313.00	3,693.90				
	33	11,173.00	3,351.90				
	34	10,728.00	3,218.40				
	35	10,135.00	3,040.50				
	36	13,346.00	4,003.80				
	37	14,340.00	4,302.00	12,807.31	3,842.19		
	38	28,926.00	8,677.80	15,049.09	4,514.73		
	39	39,188.00	11,756.40	8,411.24	2,523.37	*	
	40	25,995.00	7,798.50	11,583.45	3,475.04		
	41	30,683.00	9,204.90	11,914.45	3,574.34		
	42	32,087.00	9,626.10	12,751.46	3,825.44		
	43	15,147.00	4,544.10	5,739.63	1,721.89	*	
	44	15,234.00	4,570.20	5,903.78	1,771.13	*	
	45	14,973.00	4,491.90	6,437.93	1,931.38	*	
	46	15,115.00	4,534.50	7,015.52	2,104.66	*	
	47	16,206.00	4,861.80	7,596.43	2,278.93	*	
	48	17,694.00	5,308.20	14,701.19	4,410.36		

## IRON CREEK SUBDIVISION

Block	Lot No.	Lot Area	Impervious Area	Area Outside Wetland	Allowed Impervious Area		
	49	18,103.00	5,430.90	17,680.75	5,304.23		
	50	14,366.00	4,309.80				
	51	17,550.00	5,265.00	15,438.79	4,631.64		
	52	26,117.00	7,835.10				
	53	12,000.00	3,600.00	11,124.72	3,337.42		
	54	12,000.00	3,600.00	9,911.52	2,973.46	*	
	55	12,086.00	3,625.80				
	56	12,000.00	3,600.00				
	57	17,986.00	5,395.80				
	58	20,766.00	6,229.80				
	59	21,693.00	6,507.90				
	60	18,399.00	5,519.70				
	61	12,467.00	3,740.10				
	62	11,340.00	3,402.00				
	63	10,501.00	3,150.30				
	64	10,219.00	3,065.70				
	65	11,788.00	3,536.40				
Totals	125	41.31	12.39	4.89	1.47		
*	Note:	Several lots exceed the minimum square footage of impervious area for the lots due to wet lands along the property. In these cases the lots are to be graded with side yard grass swales allowing treatment of the run off prior to entering the wetland area.					
		Less than ten percent of the lots exceed the minimum 3000 sf requirements.					

the erection of attractive homes thereon, with appropriate locations thereof on Lots; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper set-backs from streets, and adequate free spaces between structures, and in general to provide adequately for high type and quality of improvements on said property, and thereby to enhance the values of investments made by purchasers of Lots therein.

#### ARTICLE II

No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or be permitted to remain on any Lot other than one detached single family dwelling not to exceed a basement plus two and one-half stories in height and a private attached or detached garage for the use only of the occupants of said dwelling. Any detached garage or outbuilding shall be of the same color scheme as the dwelling and shall not be larger than 50% of the square footage of the dwelling on that Lot.

#### ARTICLE III

No building, fencing, wall, or any other structure, hedging or mass planting shall be erected, placed, or altered on any Lot or Lots until a plot plan showing the location of such building has been approved in writing as to location of the building with respect to topography and finished ground elevation by an architectural committee (hereinafter called ARCHITECTURAL COMMITTEE) composed of at least two persons designated and appointed by Declarant or its assigns. In the event of death or resignation of any member and in the event that Declarant or its assigns do not appoint a successor within thirty days following such death or resignation, the remaining members of the ARCHITECTURAL COMMITTEE shall have full authority to designate a successor. A majority of the ARCHITECTURAL COMMITTEE may designate a representative to act for it. In the event said committee fails to approve or disapprove such location within thirty days after said plot plan has been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. In the event that a disapproved plot plan is executed or construction is commenced upon a Lot without a plot plan ever

having been submitted to ARCHITECTURAL COMMITTEE and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the Lots described in Exhibit A hereof shall have the power through a duly recorded written instrument to change the membership of said committee or to withdraw from said committee or restore to the ARCHITECTURAL COMMITTEE any of its duties and powers.

#### ARTICLE IV

No building shall be located on any Lot (except on corner Lots) less than 30' from the front Lot line. No building shall be located less than 10' from any side Lot line. No building shall be located less than 30' from any rear Lot line. A detached garage may be placed 5 feet from the side Lot line and 10' from the rear Lot line, provided such detached garage is not greater than 15' in height and provided that it is located at least as far back from the front Lot line as the rear of the residence. Declarant reserves the right to waive minor violations of the front and side set back line requirements set forth in this Article (Violations not in excess of 10% of the minimum requirements shall be deemed minor. Attention is called to front, side and rear setback provisions of City Zoning Ordinance prevailing which may be more or less restrictive than setback provisions of this article).

#### ARTICLE V

No single story residential structure which has an area of less than 1,200 square feet exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any Lot, and no story and one-half, two story or two and one-half story residential structure which has a ground floor area of less than 900 square feet exclusive of porches, breeze-ways, steps, and garages, shall be

erected or placed or permitted to remain on any lot. A written statement indicating square footage of the structure shall be presented to the ARCHITECTURAL COMMITTEE prior to commencement of construction.

The allowable built-upon area for each lot shall not exceed those areas shown in Attachment B, inclusive of the right-of-way between the front lot line and the edge of the pavement, structures, pavement, walkways of brick, stone, slate or similar material, and not including wood decking. This covenant is intended to ensure continued compliance with the stormwater permit issued by the State of North Carolina. The covenants pertaining to stormwater regulations may not be changed or deleted without concurrence of the State. Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development, except for average driveway crossings, is strictly prohibited by any person or persons.

#### ARTICLE VI

No Lot or Lots shall be subdivided into parcel or parcels, unless it be bought or sold for the purpose of enlarging a Lot which shall then be improved with single family dwelling or which shall already have been improved with a single family dwelling; except, however Declarant does hereby reserve the right to use any Lot or Lots for the development of a public street.

#### ARTICLE VII

No Lot or Lots or part thereof shall be used as rights-of-way providing ingress or egress over, across, from, or into the property subject to this declaration to or from outside adjoining property without the written consent of Declarant.

#### ARTICLE VIII

No trade, commerce or other activity which may be considered a nuisance to the neighborhood

shall be carried on upon any Lot. No trade materials or inventories may be stored upon any Lot and no tractor-trailer type trucks, house trailer (other than camping trailers) or mobile home may be stored or regularly parked on any Lot. Any car, truck, boat or recreational vehicle that is kept on the property must be operational. No junk or partially wrecked vehicles shall be parked on any street or kept on any lot. No sign or billboard of any kind shall be erected or allowed to remain on any Lot other than a "For Sale" or "For Rent" sign.

**ARTICLE IX**

No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently; provided, however, that the Declarant may grant permission for any such temporary structure for storage of materials during construction.

**ARTICLE X**

No animals or poultry of any kind, other than a reasonable number of house pets shall be kept or maintained on any Lot subject to this declaration. All lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of debris shall be permitted.

**ARTICLE XI**

Easements for installation and maintenance of utilities and drainage facilities are reserved measuring five feet in width over side Lot lines and ten feet in width over rear Lot lines of each building Lot. Declarant reserves the right to waive provisions of this Article in whole or in part by special recorded instrument.

**ARTICLE XII**

Fuel tanks shall be installed underground or concealed in the basement of the dwelling or shall be

put in the rear of any Lot and screened by plantings or screens walls or screen fences. Outdoor garbage cans on Lots shall be equipped with a suitable top and shall either be concealed in an underground receptacle or concealed with plantings or screens walls or screen fences.

#### ARTICLE XIII

All electrical and telephone services from distribution system to residences shall be underground with the cost for such underground service being shared by Lot owner and utility company in conformity with existing utility company's policy, and no overhead wiring insofar as electrical, telephone, and other wire using utility services are concerned shall be permitted on any Lot.

#### ARTICLE XIV

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2009, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the Lots described in Exhibit A hereof it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning Lots described in Exhibit A hereof to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him or them from so doing or to recover damages or other dues for such violation. In the event that any lot owner shall fail to keep his lot in any manner described above, Declarant shall have the right, through its agents and employees, to enter upon said lot and clean, clear, repair or maintain the lot or the exterior of any building or any other improvement upon said lot. The cost of such improvement shall be considered a legal obligation of the lot owner for which Declarant may maintain an action in a court having jurisdiction, but shall not constitute a lien on said lot until a final judgement has been issued by the court and which shall


be of record in the Beaufort County Courthouse.

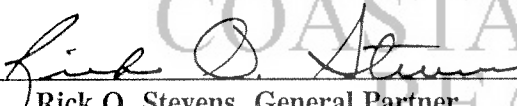
ARTICLE XV

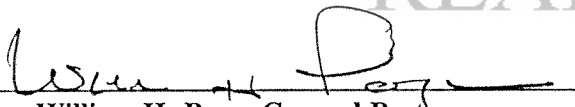
Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

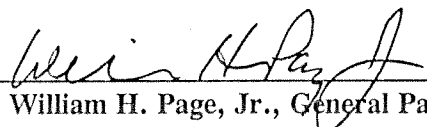
IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed in its name, its president, and its corporate seal to be hereto affixed, attested by its Secretary, all by authority of its Board of Directors duly given the day and year first above written.

PAGE STEVENS DEVELOPMENT,  
a North Carolina General Partnership

By:   
William H. Page

By:   
Rick O. Stevens, General Partner

By:   
William H. Page, General Partner

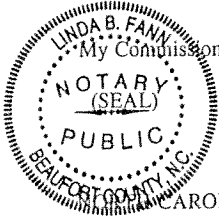
By:   
William H. Page, Jr., General Partner

NORTH CAROLINA

COUNTY OF BEAUFORT

I, Linda B. Fann, a Notary Public, do hereby certify that William H. Page, individually and as General Partner of Page Stevens Development, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 24 day of October, 1998

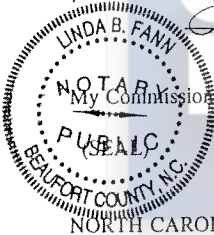
Linda B. Fann  
Notary Public



COUNTY OF BEAUFORT

I, Linda B. Fann, a Notary Public, do hereby certify that Rick O. Stevens, General Partner of Page Stevens Development, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 26 day of October, 1998

Linda B. Fann  
Notary Public



COUNTY OF BEAUFORT

I, Linda B. Fann, a Notary Public, do hereby certify that William H. Page, Jr., General Partner of Page Stevens Development, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 26 day of October, 1998

Linda B. Fann  
Notary Public



Carolina  
Beaufort County  
The foregoing Certificate of \_\_\_\_\_  
Notary Public/Notaries Public is/are certified to be correct  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
By D. Jennifer Leggett Register of Deeds  
By [Signature] Ass't/Deputy Register of Deeds

NORTH CAROLINA  
BEAUFORT COUNTY

The foregoing certificate of \_\_\_\_\_

Linda B. Fann  
Notary Public/Notaries Public is/are certified to be correct. This instrument was presented for registration and recorded in this office

This 17th day of November, 1998 at 9:22 o'clock A.M.

D. Jennifer Leggett  
Register of Deeds

By [Signature]  
Ass't/Deputy Register of Deeds

*William Page Jr  
20. BK 1828  
1/24/98*