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RECORDED AND VERIFIED  
MARY CUE COTE  
REGISTER OF DEEDS  
NEW HANOVER CO. NC.  
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STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

DECLARATION OF COVENANTS,  
CONDITIONS and RESTRICTIONS  
for  
SAGO BAY, PHASE "2"

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KNOW ALL MEN BY THESE PRESENTS:

THAT C & T, Inc., a North Carolina corporation, being the owner of the tract of land in Masonboro Township in New Hanover County, North Carolina, which is more particularly described in deeds recorded in Book 1685 at Page 0175 and Book 1630 at Page 431 in the New Hanover County Registry, has established a general plan for the improvement and development of said real property into residential lots to be known as SAGO BAY, PHASE "2", and in connection with such general plan desires to establish and place certain covenants, conditions, restrictions and reservations to which all residential lots shall be held, improved, sold and conveyed by it as owner, and upon the use and occupancy of said residential lots thereafter, and for such purpose does hereby place upon and subject all such Lots in said Subdivision to the following covenants, conditions, reservations and restrictions:

1. DEFINITIONS: As used in this Declaration the following terms shall mean:

a. C & T, Inc., hereinafter referred to as "C & T", or "Developer", means not only C & T, Inc., but its successors and assigns.

b. "Subdivision" shall mean SAGO BAY, PHASE "2", as shown upon a map recorded in Map Book 33 at Page 294, New Hanover County Registry.

c. "Lot" or "Lots" shall mean those portions of the Subdivision specifically allocated for sale and use as single family residential tracts: Lots 9, 10, 81, 82, 83, 84, 85 and 86 of SAGO BAY, Phase "2", as the same are shown on a map thereof recorded in Map Book 33 at Page 294, New Hanover County Registry.

d. "Restrictions" shall mean the covenants, conditions, reservations and restrictions set forth in this Declaration.

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e. "Owner" shall refer to the purchaser of a lot or lots in SAGO BAY, PHASE "2".

f. "Residence" or "Dwelling" shall mean a single family residence together with any unattached garages, guest houses, storage sheds or other facilities normal to residential use; the plans, specifications and locations for which have been approved by Developer.

## 2. USE RESTRICTIONS.

a. RESIDENTIAL USE. All lots are to be used for single family residential purposes only and shall not be used or occupied by other than a single family nor used for other than residential use. No structure of a temporary nature, tent, shack, barn or other similar structure shall be permitted on any Lot either temporarily or permanently at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during construction of the main dwelling, it being clearly understood that such temporary shelters may not, at any time, be used as residences or be permitted to remain on the Lot after completion of construction of the main dwelling. No structure on any Lot other than a fully completed residence shall be occupied. Only double wide mobile homes, modular, panelized or site-built homes may be used as a residence.

### b. APPROVAL FOR PLANS AND LOCATION OF BUILDINGS AND SITE IMPROVEMENTS - ARCHITECTURAL CONTROL.

(1) No building, fence, wall, or other structure shall be erected, placed or altered on any Lot until the proposed building plans, specifications, exterior colors and finishes, site and grading plans (showing the proposed location of such building or structure, drives, parking areas and proposed alterations to the grade, elevation or physical characteristics of the site), have been submitted to and approved in writing by C & T, Inc.

The minimum building setback line on all lots in Phase 2 shall be fifty (50) feet, and no building shall be erected within fifty (50) feet of the front property line. For purposes of this setback, overhangs, porches, decks and eaves shall not be included.

(2) Before construction shall begin, the owner shall submit to C & T, Inc. each of the items such as building plans, site plans, etc., enumerated in sub-part (1) of this section as may be required by C & T, Inc. The owners shall submit the same to C & T, Inc. without waiting or receiving a request for same. Construction time shall be no longer than one (1) year, and curtain wall shall be installed within ninety (90) days of placement of the home.

(3) Refusal of approval of any such plans, location or specifications may be based on C & T, Inc. upon any ground, including purely environmental considerations or esthetic

considerations, that in the sole and uncontrolled discretion of C & T, Inc. shall be deemed sufficient.

(4) No changes, modifications, or deviations in or from such plans, grading, landscaping, specifications, etc., as enumerated in sub-part (1) of this section, as approved, shall be made without the prior written consent of C & T, Inc.

(5) Two copies of all plans and related data and any changes, modifications or deviations thereof shall be provided to C & T, Inc. One copy shall be for records of C & T, Inc. and the second shall be returned to the owner and the approval of same be evidenced by the written endorsement of C & T, Inc. on same. C & T, Inc. shall not be responsible for any structural or other defects in plans or specifications submitted to it or in any structure erected according to such plans and specifications.

(6) Architectural control as herein provided for shall remain in C & T, Inc. so long as it still owns a lot in the subdivision, and after such time shall be in the Board of Directors of the Associations.

(7) The piers upon which the homes are placed must be on poured concrete foundations at least eight (8) inches thick. Masonry curtain walls are required and must have a poured concrete foundation at least eight (8) inches thick. Concrete block curtain walls must have a stucco finish at least one-quarter inch ( $\frac{1}{4}$ " ) thick.

(8) So as to enhance the overall character and appearance of the community:

All front yards must be sodded or landscaped or both, and sprinkler systems are required in the front yards. Driveways must be concrete or asphalt and concrete or asphalt sidewalks must be installed to the front or main entrance of each residence. Each residence shall have composition house-type shingles and shall be equipped with concrete masonry or shingles and shall be equipped with concrete masonry or treated wood stoops and dormer, porches or decks with roof. Houses shall have fifteen inch (15") shutters on front. No masonite or wood composition siding shall be permitted. Each home must be anchored as required by the appropriate regulatory agency. No home shall be more than three (3) years of age from date of manufacture when it is placed on the lot (subject to variation by the Developer.) The dwelling must be the first structure placed on the lot, and there shall be no more than one home placed on any lot. The landscaping shall be completed within 90 days from the date of placement of the home on the Lot.

#### C. MAINTENANCE.

(1) No Lot, residence, building or other structure shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any

property or thing that will cause such lot, residence, building or other structure to appear in an unclean or untidy condition or that will be obnoxious to the eye. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of residences, buildings or grounds on such Lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. The Developer reserves the right to enter upon the lot to correct the violation of this requirement and to charge a minimum of twenty-five (\$25.00) dollars per entry, or the actual cost of such work, whichever sum is greater, after fifteen (15) days written notice to the owner. This charge shall become a lien against the Lot if not paid.

(2) No noxious or offensive activities of any nature shall be carried on or conducted upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood and no substance, thing or material shall be kept upon any Lot that might or will cause noise, emit foul or obnoxious odors or cause any other condition to exist that will or might be noxious, dangerous, noisy, unsightly, unpleasant or that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

(3) No unsightly, inoperative, unlicensed or junk cars and like eyesores can be maintained on any Lot nor placed or maintained on any road on the property. Garbage containers shall be placed by the curb only for pickup. RVs, boats and trailers must be parked or kept behind the front of a house.

(4) No hogs, cattle, sheep, goats, horses, poultry, or other livestock shall be raised, bred, or kept on any lot; however, dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes and provided further that they are not kept in such numbers or of such nature as to be, or become, a nuisance to the adjoining property owners of any residents of the property.

(5) Easements are hereby reserved over the front, side and rear ten (10) feet of all of the lots for installation of utilities and drainage facilities.

(6) No motorcycle, motorbike, or motorized vehicle (except automobiles and trucks) shall be used in the subdivision except for the purpose of coming from the highway to a particular Lot or from a particular Lot to a fixed location within the subdivision or to the highway. Recreational riding of motorcycles, motorbikes, all terrain vehicles, or other such motorized vehicles in the streets or other areas of the subdivision is hereby expressly prohibited. Further, no person shall operate any vehicle unless he holds a valid driver's license. A fine not to exceed the legal amount allowed in the Courts of North Carolina for a person convicted of driving without a valid driver's license may be levied by the Developer for each violation. All fines levied shall constitute a lien

against an owner's lot, whether the offending person is an owner or a member of his household or his invitee or guest. No

motorized boat shall be placed, maintained or operated on any lake located within the subdivision.

(7) No television satellite dishes may be placed on any Lot within the subdivision. No outside television or radio antennas of any other sort may be placed on the Lot or attached to the home without the approval of the Developer.

(8) Should the homeowner elect to cultivate a vegetable garden for his personal use, it shall be placed to the rear of the main dwelling. Further, the owner shall not allow poles, or other plant support devices to be left standing from season to season, nor shall unsightly structures be placed in connection with the garden.

(9) Mailbox receptacles and newspaper receptacles may not be placed on any lot or within the street right-of-way in front of any lot without prior approval of the Developer. The purpose of this provision is to require a uniformed standard type of mailbox and newspaper receptacle so as to promote the overall appearance of the subdivision.

(10) No clothes line shall be placed outside except as approved by the Developer.

(11) All homes will be required to connect to the sewer system at such time as a sewer system within the subdivision is connected to the county-wide sewer and to pay any tap-on fee required to be paid either by the Developer or by the county administrative agency. This provision shall also apply in the event a community water system is installed.

(12) No fence shall be erected closer to the street than the front of a house.

d. DIVISION OF LOTS. No Lot shall be subdivided, or its boundary lines changed, except with the prior written consent of C & T, Inc. No Lot shall be increased in size by filling in the waters or marsh lands on which it abuts without the prior written consent of C & T, Inc. and the appropriate State and Federal agencies. One Lot as shown on the map of C & T, Inc. Subdivision shall be the minimum building area upon which a single family residence may be constructed, however with the written consent of C & T, Inc. one or more of the Lots may be utilized as a single building plot.

Excepting to the provisions of this paragraph may only be made by the Developer, and any exception shall be made in writing. Developer shall have the right to make exceptions to the provisions of this paragraph only so long as the Developer still owns a lot in the subdivision.

e. SIGNS. No sign or billboard of any description

shall be displayed on any lot, <sup>1267</sup> ~~other than~~ <sup>04198</sup> private name plates or signs for identification of the resident and signs advertising

the property "For Rent" or "For Sale" but in no event shall any such sign or billboard exceed five (5) square feet in size.

f. All residences and outbuildings shall be maintained in a good state of repair, and in the event of damage by fire or other hazard, premises are to be cleared and debris removed within ninety (90) days from the date of such casualty.

3. ANNEXATION OF ADDITIONAL PROPERTY. C & T, Inc. shall have the right to expand SAGO BAY SUBDIVISION so as to create new phases. The lands comprising these new phases shall be contiguous to the original phase. If the subdivision is expanded, each new lot shall be subject to the provisions of this Declaration.

Such annexation shall occur, if at all, by the recordation of one or more amendments to this Declaration, which amendment or amendments shall be executed by the declarant, or its successors and assigns. The recordation of such amendment, and expansion of the property subject to this Declaration effectuated thereby, shall not require consent or ratification of any Lot owner.

4. ENFORCEMENT. C & T, Inc. or any owner of a Lot in the Subdivision, or any other Phase of SAGO BAY shall have the right to enforce, by any proceeding at law or in equity, all of the restrictions, conditions, covenants, and reservations now or hereafter imposed by this Declaration. Failure by C & T, Inc. or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

6. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, however, the Declaration may be amended at any time by C & T, Inc. so long as C & T, Inc. owns a Lot in the Subdivision and thereafter may only be amended by an affirmative vote of two thirds ( $\frac{2}{3}$ 's) of the owners. Any amendment to this Declaration is not effective until recorded in the Office of the Register of Deeds of New Hanover County.

7. EXCEPTIONS BY DEVELOPER. Developer shall have the right to make exceptions to all the provisions herein as long as the Developer still owns a Lot in the Subdivision.

8. No more than 4,945 square feet of any Lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials. This covenant is intended to insure continued compliance with stormwater runoff rules adopted by the State of North Carolina, and therefore benefits may be enforced by the State of North Carolina. This covenant is to run with the land and shall be binding on all parties and all persons claiming under them.

IN WITNESS WHEREOF, C & T, Inc. has hereunto executed this instrument in its corporate name, this the 25 day of April, 1994.

C & T, Inc.

By: [Signature]  
President

ATTEST:

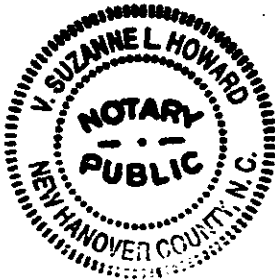
[Signature]  
Secretary



STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, a Notary Public in and for the State and County aforesaid, do hereby certify that [Signature] personally appeared before me this day and acknowledged that s/he is Asst Secretary of C & T, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/herself as its Asst Secretary. Witness my hand and notarial seal this 25 day of April, 1994.

[Signature]  
Notary Public  
My Commission expires: 5/13/95



STATE OF NORTH CAROLINA  
New Hanover County

The Foregoing / Annexed Certificate(s) of

[Signature]

Notary (Notaries) Public is / are certified to be correct.

this the 25 day of April 19 94  
Mary Sue Oots, Registrar of deeds

[Signature]  
Deputy / Assistant