

FOR REGISTRATION REGISTER OF DEEDS  
JENNIFER LEGGETT WHITEHURST  
BEAUFORT COUNTY, NC  
2007 JAN 17 03:42:01 PM  
BK: 1564 PG: 1-8 FEE: \$32.00  
INSTRUMENT # 2007000447

**DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR  
TREE SHADE RESIDENTIAL COMMUNITY**

We, the undersigned, being the exclusive fee simple owners of all the land included in the Tree Shade Residential Community, Phase II, and the developers (hereinafter "the Developers") thereof, which community is more particularly described on a plat of survey prepared by Mayo & Associates, P.A., dated February 2, 2005, and duly recorded in Register of Deeds Office of Beaufort County, North Carolina in Plat Cabinet G, Slides 85-3 through 85-6, in order to insure the attractiveness of said community and to protect the investment of the homesites of land and improvements in said community, do hereby make and declare the following to be limitations, covenants and restrictions which shall henceforth affect all homesites in said community which covenants shall run with all the land in said community as hereinafter provided and shall be binding upon the parties hereto and all persons claiming under or through them for the benefit of and limitation upon all future owners of homesites of land in said community said declaration being as follows:

1. **RECITALS:**

Developers have by recordation of a community plat subdivided property shown on said plat into homesites intended for utilization for construction of single family homes. All property shown thereon is hereinafter referred to as the "community". Each numbered homesite shown on the recorded plat is referred to herein as "homesite."

2. **USES:**

All homesites shall be used only for the purpose of a single family residential homesite with reasonable and customary appurtenances. There shall not be erected upon any homesite shown on the plat, any commercial,

manufacturing or municipal building, nor shall there be erected or maintained upon any such homesite any type of public establishment, apartment, or multi-family dwelling of any type.

3. BUILDINGS AND STRUCTURES:

The following structures may be built, placed or kept on each homesite.

- (a) One single family detached main dwelling home which shall:
  - (i) Contain no less than 2,000 square feet of enclosed heated living space and a minimum of 1,200 square feet of such space must be located in the first living floor of the dwelling home.
  - (ii) The architectural committee shall decide which street the home should face on corner homesites.
  - (iii) All dwellings or any other appurtenances thereto shall have a minimum of a 50-foot setback from the road right-of-way except on a cul-de-sac which will be a minimum of 30 feet. Appurtenances and dwellings shall be placed no closer than 10 feet from the rear and sides of each homesite boundary line. Driveways within those setbacks must be approved in writing by the Architectural Committee. The Architectural Committee shall have the right to vary any setbacks set out herein for good cause shown.
  - (iv) All fences or railings of any type located in said community must be approved by the Architectural Committee.
  - (v) No trailers or double-wide homes shall be allowed in said community. Only custom built and modular homes approved by the Architectural Committee shall be allowed to be built in the Community. All modular homes must meet North Carolina building standards for stick built homes and have at least a 6x12 roof pitch.
  - (vi) No main residences will be built on a slab. All residences must contain crawl spaces. Additional buildings other than main residences may be built on a slab as long as the building and roof is the same style as the main residence.
- (b) Garages are to be used as appurtenances to and in conjunction with the main residence provided such buildings are not higher than the

main residence and are constructed in the same architectural style and with similar materials as the main residence. Garages shall be subject to the same front, rear, and side setback requirements as those set forth in paragraph 3(a)(iii) above.

- (c) Construction of new residential buildings only shall be permitted on any homesite. No existing building shall be moved onto a homesite and converted into a dwelling home. No structure on any homesite shall have an exterior of either block or cement block even if the exterior of the same is covered with stucco.
- (d) No building or structure of any kind shall be commenced or placed on any lot, nor shall any alteration be made to an existing building or structure until plans and specifications therefore have been submitted to and approved by the developers or their successors and assigns. Initially the developers shall serve as the Architectural Committee which will be responsible for said approval. After homes have been built in the community, the developers may include some of these owners on the Architectural Committee. Once all the homesites are sold, the developers will delegate the duties of the Architectural Committee to a committee made up of homeowners then residing in said community.

A One Thousand Dollar (\$1,000.00) deposit will be required at the time the Architectural Committee approves the house plans. This is to ensure the streets, curbs, gutters and sidewalks remain in as good or better condition at the end of the home's construction as they were before the home was constructed. The deposit will be returned within thirty (30) days after the owners move into the new home and all streets, curbs, gutters and sidewalks have been inspected. Any damages incurred during construction will be repaired by the homeowner, or will be taken out of said deposit.

- (e) Home Offices - Home offices will be allowed as long as they are used only by the homeowners. Homeowners may not have business employees at the home. No business traffic that is considered a nuisance to the community will be allowed.
- (f) Vinyl Siding - Vinyl siding and vinyl trim products are acceptable siding materials as long as they are certified by the Vinyl Siding Institute (VSI). It is the responsibility of the homeowner to ensure that the siding meets these guidelines. Approval will not be granted by the Architectural Committee unless the vinyl siding meets those requirements.

(g) Mailboxes - All original black mailboxes will be provided by the developers. It will be the responsibility of the homesite owners to install the mailboxes and replace any damaged ones with the same kind of boxes approved by the Architectural Committee.

4. TREES:

The permission to remove any tree of a size of six inches or more in diameter, measured one foot above normal elevation at the location of said tree must be obtained from the Architectural Committee.

5. VEHICLES:

All vehicles must be parked off the road right-of-ways. All vehicles larger than SUV's must be parked out of sight of the road right-of-ways. No junk cars (stripped, partially wrecked, or unused for six months) shall be permitted to be seen from any road right-of-way or other homesite.

6. SCREENS:

Clothes lines, storage tanks, trash cans and T.V. receivers must be screened from the road right-of-ways.

7. NUISANCES:

No activity, whether active or passive, that is reasonably considered a nuisance by the Architectural Committee shall be allowed within Tree Shade.

8. ACCESS:

(a) Developer reserves access within the road right-of-way and within all utility and drainage easements until the last homesite is sold.

(b) No homesite may be used to access any land outside the Subdivision.

9. LANDSCAPE AT ENTRANCE:

All Owners of homesites agree to pay \$50 per year toward maintenance of the landscaping at the entrance. When all lots have been sold, dues in future years will be decided by the homesite owners.

10. UTILITIES:

All public utilities will be located underground.

11. EASEMENTS:

There is reserved by Developers, their successors and assigns, for service to the community upon each homesite the following:

- (a) An easement five feet wide on each homesite along all of its boundaries for underground communications and public utility service facilities including cable television.
- (b) Easements for drainage of surface waters from and over each lot as required for drainage within the subdivision, but provided that once homesites are sold and improved, easements for drainage will be only over existing ditches or drainage swales.
- (c) A 10-foot wide utility easement is reserved by the developers for utilities along both sides of all streets and cul-de-sacs.
- (d) Easements shall be utilized only for the construction and maintenance of utilities to the individual homesites of Tree Shade Community. No owners of property adjoining the subdivision or other third parties shall be able to utilize said easements without the written approval of the developers or their successors and assigns. If, in order to utilize and maintain said easements, it is necessary to remove fences, shrubbery, or other items, other than grass, placed on the easement by the landowners, the same will be replaced at landowner's expense.

12. CONSTRUCTION SCHEDULE:

Once a homesite has a foundation dug for a dwelling, the dwelling must be completed within one year. No garages or other appurtenances may be built before the main dwelling.

13. ENFORCEMENT:

These covenants and restrictions may be enforced by the developers, and their successors and assigns, and owners of the homesites herein restricted.

14. DRIVEWAYS:

All driveways on homesites shall be paved with asphalt or concrete at the expense of the homesite owners.

15. MINOR CHANGES:

Developers reserve the right to make or approve minor changes or modifications to this Declaration.

16. Each unimproved homesite sold by Developer shall be maintained in a slightly condition comparable to the conditions of the unimproved homesites offered for sale by the Developers.

These Covenants and Restrictions shall remain in effect until December 31, 2025. Thereafter, these Covenants and Restrictions may be abolished, modified or altered, in whole or in part, as to their application to any one or more homesites in said community upon the recordation in the Register of Deeds Office of Beaufort County of the written consent executed and acknowledged by the then owners of 75% of the homesites in the Tree Shade Residential Community.

IN WITNESS WHEREOF, the Developers have executed this Declaration as of the 16 day of January, 2007.

John H. Wehrenberg  
John H. Wehrenberg

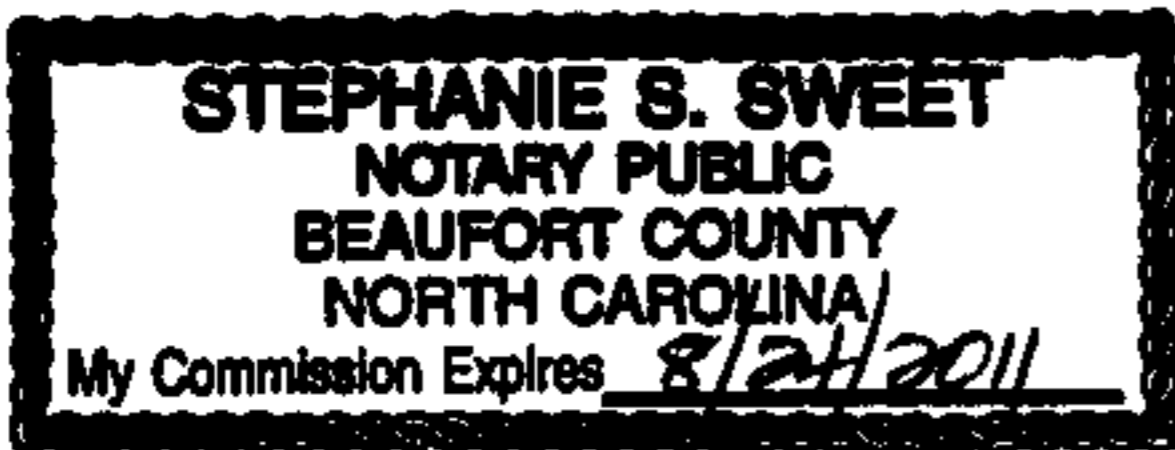
Nila S. Wehrenberg  
Nila S. Wehrenberg

By: John H. Wehrenberg, Attorney-in-Fact  
John H. Wehrenberg, Attorney-in-Fact

STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT

I, Stephanie S. Sweet, Notary Public in and for the State and County aforesaid, hereby certify that JOHN H. WEHRENBURG came before me and voluntarily acknowledged the due execution of the foregoing instrument for the purposes therein expressed. The undersigned Notary Public has personal knowledge of the identity of the principal or satisfactory evidence of the principal's identity.

WITNESS my hand and Notarial Seal, this <sup>16<sup>th</sup></sup> day of January, 2007.



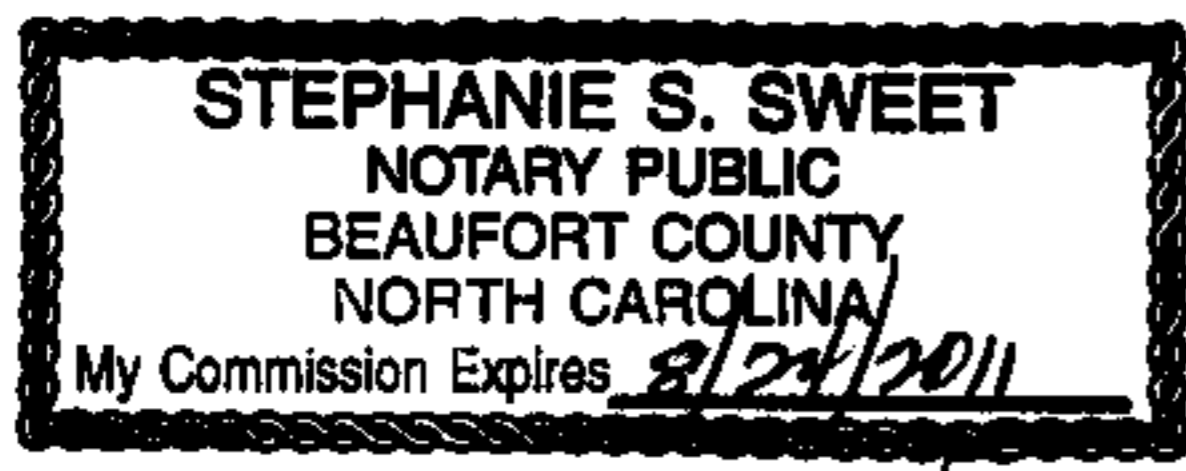
Stephanie S. Sweet  
NOTARY PUBLIC

My commission expires: 8/24/2011

STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT

I, Stephanie S. Sweet, a Notary Public in and for the county and state aforesaid, do hereby certify that JOHN H. WEHRENBURG, Attorney-In-Fact for NILA S. WEHRENBURG personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of Nila S. Wehrenberg and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of the Register of Deeds of Beaufort County, North Carolina, on the 26<sup>th</sup> day of July, 2005, in Book 1467, at Page 396, and that this instrument was executed under and by virtue of the authority given by said instrument granting him Power of Attorney; that the said John H. Wehrenberg acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Nila S. Wehrenberg. The undersigned Notary Public has personal knowledge of the identity of the principal or satisfactory evidence of the principal's identity.

WITNESS my hand and official seal, this 16<sup>th</sup> day of January, 2007.



Stephanie S. Sweet  
NOTARY PUBLIC

My commission expires: 8/24/2011



JENNIFER LEGGETT WHITEHURST  
BEAUFORT COUNTY REGISTER OF DEEDS  
COURTHOUSE BUILDING  
112 W. 2ND STREET  
WASHINGTON, NC 27889

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Recorder: GALEN DERIK DAVIS

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