

BOOK 572 PAGE 441

NORTH CAROLINA:

ONSLow COUNTY:

RESTRICTIVE COVENANTS

THIS DECLARATION, made this 6th of December, 1979, by SPENCE & LESTER, INC., of Onslow County, North Carolina, hereinafter called the Declarants:

WITNESSETH:

THAT WHEREAS, the Declarants are the owners of the real property described in Article I of this Declaration and are 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 insure 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 and any owner thereof.

NOW, THEREFORE, the Declarants hereby declare that the real property in and referred to in Article I hereof is and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth below.

ARTICLE I

The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the articles of the Declaration is located in the County of Onslow, State of North Carolina, and is more particularly described as follows:

Being all the numbered lots shown on that map entitled "Aldersgate, Section II" dated July, 1979, prepared by Barden Lanier, Registered Land Surveyor, and recorded in Map Book 21, Page 4, Onslow County Registry.

ARTICLE II

No lot or lots shall be put to any use other than for residential purposes, except that any lot may be used by the Declarants for a street or roadway.

ARTICLE III

LAND USE AND BUILDING TYPE: No building shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. Carport shall be attached to the dwelling at only rear portion of the dwelling. No portion of the carport shall extend beyond the side line of the dwelling. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

ARTICLE IV

DWELLING, QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1400 square feet for a one-story dwelling, nor less than 850 square feet for a dwelling of more than one story.

ARTICLE V

BUILDING LOCATION: No building shall be located on any corner lot nearer than 35 feet to the front line nor nearer than 7.5 feet to any side street line. Where a corner lot is involved, "front lot line" shall be deemed to be that line toward which the main structure fronts. No building shall be located with respect to side lot lines so as to be nearer than 10 feet to either such line. No dwelling shall be located on any interior lot nearer than 35 feet to the front lot line nor nearer than 20 feet to the rear lot line, and no garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than 10 per cent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

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ARTICLE VI

LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 70 feet, at the minimum set back line nor shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred to, if any such lots as shown do not meet these requirements.

ARTICLE VII

NUISANCES: 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.

ARTICLE VIII

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The grantor reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage, or other utilities including water and sewer service.

ARTICLE IX

LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

ARTICLE X

BUILDING PLANS AND SPECIFICATIONS: No dwelling or other building shall be erected upon any lot unless the plans and specifications thereof meet or exceed the requirements of "Minimum Property Standards for one and two living units", and prepared by Federal Housing Administration.

ARTICLE XI

ERECTION OF FENCES: No fence over four (4) feet in height shall be constructed between the front building line and the back lot line nearer than ten (10) feet to any lot line. No fence shall be erected between the front building line and the street right-of-way line unless such fence shall be of an ornamental nature. Brick and split-rail fences shall be deemed to meet the requirements of this restriction.

ARTICLE XII

SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot parallel to the building line, one sign of not more than three (3) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

ARTICLE XIII

GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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ARTICLE XIV

SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. Nothing shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XV

TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently. No trailer, mobile home, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any such vehicle be allowed to remain on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

ARTICLE XVI

UNDERGROUND ELECTRICAL UTILITIES: "The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of each building."

ARTICLE XVII

ALTERATION, MODIFICATION, CANCELLATION OR CHANGES: These restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarants or their successors in title and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the office of the Register of Deeds of Onslow County, North Carolina. If the Declarants own sixty percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

ARTICLE XVIII

TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

ARTICLE XIX

ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

ARTICLE XX

SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have hereunto set their hands and affixed their seals as of the day and year first above written.

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SPENCE & LESTER, INC.

BY James W. Lester
 WILLIAM J. LESTER
 PRESIDENT



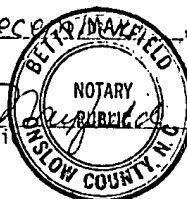
George D. O'Bryant
 GEORGE D. O'BRYANT
 ASSISTANT SECRETARY

STATE OF NORTH CAROLINA, COUNTY OF ONSLOW

This 6 day of December, 1979, personally came before me, Betty Mayfield, a Notary Public in and for Onslow County, State of North Carolina, George D. O'Bryant, who, being by me duly sworn, says that he knows the common seal of Spence & Lester, Inc., and is acquainted with William J. Lester, who is the President of said corporation, and that he, the said George D. O'Bryant, is the Assistant Secretary of the said corporation and saw the said President sign the foregoing instrument, and that he, the said George D. O'Bryant, Assistant Secretary as aforesaid, affixed said seal to said instrument, and that he, the said George D. O'Bryant signed his name in attestation of the execution of said instrument in the presence of said President of said corporation, and by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

Witness my hand and notarial seal this the 6 day of December, 1979.

Betty Mayfield
 Notary Public



My Commissions Expires: Dec. 28th, 1983

STATE OF NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Betty Mayfield is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Onslow County, N.C. in Book 572, Page 441.

This 14 day of March A.D. 1980 at 3:10 o'clock P.M.

Michael M. Thomas
 Register of Deeds

BOOK 652 PAGE 324

PREPARED BY: WARLICK, MILSTED, DOTSON & CARTER

NORTH CAROLINA

ONSLow COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION, made this 13th day of May, 1983,
by JARMAN CONSTRUCTION COMPANY, INC. of Onslow County,
North Carolina, hereinafter called the Declarants:

W I T N E S S E T H:

THAT WHEREAS, the Declarants are the owners of the real property described in Article I of this Declaration and are 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 insure 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 and any owner thereof.

NOW, THEREFORE, the Declarants hereby declare that the real property in and referred to in Article I hereof is and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth below.

ARTICLE I

The real property which is, and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth in the articles of the Declaration is located in the County of Onslow, State of North Carolina, and is more particularly described as follows:

Being all the numbered lots shown on that map entitled " Aldersgate
Section III", dated June, 1982,
prepared by Barden Lanier, Registered Land Surveyor, and recorded in Map
Book 21, Page 187, Onslow County Registry, Slide B-215.

ARTICLE II

No lot or lots shall be put to any use other than for residential purposes, except that any lot may be used by the Declarants for a street or roadway.

ARTICLE III

LAND USE AND BUILDING TYPE: No building shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. Carport shall be attached to the dwelling at only rear portion of the dwelling. No portion of the carport shall extend beyond the side line of the dwelling. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

ARTICLE IV

DWELLING, QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1400 square feet for a one-story dwelling, nor less than 850 square feet for a dwelling of more than one story.

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ARTICLE V

BUILDING LOCATION: No building shall be located on any corner lot nearer than 35 feet to the front line nor nearer than 17.5 feet to any side street line. Where a corner lot is involved, "front lot line" shall be deemed to be that line toward which the main structure fronts. No building shall be located with respect to side lot lines so as to be nearer than 10 feet to either such line. No dwelling shall be located on any interior lot nearer than 35 feet to the front lot line nor nearer than 20 feet to the rear lot line, and no garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than 10 per cent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

ARTICLE VI

LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum set back line or shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred to, if any such lots as shown do not meet these requirements.

ARTICLE VII

NUISANCES: 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.

ARTICLE VIII

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The grantor reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage, or other utilities including water and sewer service.

ARTICLE IX

LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

ARTICLE X

BUILDING PLANS AND SPECIFICATIONS: No dwelling or other building shall be erected upon any lot unless the plans and specifications thereof meet or exceed the requirements of "Minimum Property Standards for one and two living units", and prepared by Federal Housing Administration.

ARTICLE XI

ERECTION OF FENCES: No fence over four (4) feet in height shall be constructed between the front building line and the back lot line nearer than ten (10) feet to any lot line. No fence shall be erected between the front building line and the street right of way line unless such fence shall be of an ornamental nature. Brick and split-rail fences shall be deemed to meet the requirements of this restriction.

ARTICLE XII

SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot parallel to the building line, one sign of not more than three (3) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

ARTICLE XIII

GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XIV

SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. Nothing shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XV

TEMPORARY STRUCTURES: No structure of a temporary character, trailer, modular home, manufactured home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently. No trailer, modular home, manufactured home, mobile home, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any such vehicle be allowed to remain on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

ARTICLE XVI

UNDERGROUND ELECTRICAL UTILITIES: "The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of each building."

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ARTICLE XVII

ALTERATION, MODIFICATION, CANCELLATION OR CHANGES: These restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarants or their successors in title and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the office of the Register of Deeds of Onslow County, North Carolina. If the Declarants own sixty percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

ARTICLE XVIII

TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE XIX

ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

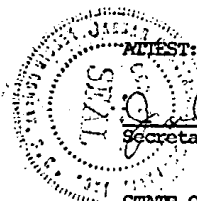
ARTICLE XX

SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have hereunto set their hands and affixed their seals as of the day and year first above written.

JARMAN CONSTRUCTION COMPANY, INC.

BY: William F. Jarman (SEAL)
President



STATE OF NORTH CAROLINA, COUNTY OF ONSLOW

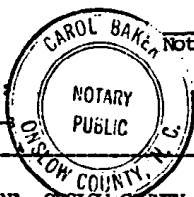
This 13th day of May, 1982, personally came before me, Carol Baker, a Notary Public in and for Onslow County, State of North Carolina, Judy K. Jarman, who, being by me duly sworn, says that she knows the common seal of Jarman Construction Company, Inc., and is acquainted with William F. Jarman, who is the President of said corporation, and that she, the said Judy K. Jarman, is the (assistant) Secretary of the said corporation and saw the said President sign the foregoing

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instrument, and that she, the said Judy K. Jarman,
(assistant) Secretary as aforesaid, affixed said seal to said instrument,
and that she, the said Judy K. Jarman, signed
her name in attestation of the execution of said instrument in the presence
of said President of said corporation, all by order of the Board of Directors
of said corporation, and that said instrument is the act and deed of said
corporation.

Witness my hand and notarial seal, this the 13th day of
May, ~~1988~~ 1983.

My commission expires
8/2/87



Carol Baker
Notary Public
Carol Baker

STATE OF NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Carol Baker
is certified to be correct. This instrument was presented for registration
this day and hour and duly recorded in the office of the Register of Deeds of
Onslow County, N.C., in Book 652, Page 324.

This the 13 day of May A.D. 1983
at 4:12 o'clock P. M.

Michael M. Downing
Register of Deeds

→ Prepared By: Warlick, Milsted, Dotson, & Carter

Request for Copy of Notice of Sale

BOOK **652** PAGE **329**

STATE OF North Carolina

COUNTY OF Onslow

IN ACCORDANCE with the provisions of G.S. 45-21.17(5), request is hereby made that a copy of any Notice of Sale under the Deed of Trust recorded on April 3, 19 83, in Book 573 Page 594 records of Onslow County, North Carolina, executed by Carl Dewey Wells and wife, Naomi J.

Wells

as Trustor in which Harold E. Russell and wife, Helen G. Russell

is named as Beneficiary, and William E. Brewer, Jr.

as Trustee, be mailed to NCNB NATIONAL BANK of NORTH CAROLINA at the following address:

P.O. Box 787, Swansboro, NC 28584

[Signature]
(Name of Individual Making Request)

(SEAL)

STATE OF N. C.

COUNTY OF ONSLOW

I, Barbara Y. Bizzell, a Notary Public, do hereby certify that

Larry B. Herring personally appeared before me this day and acknowledged

the execution of the foregoing Request for Copy of Notice of Sale.

Witness my hand and notarial seal this 4th day of May, 19 83.

[Signature]
Notary Public

My Commission Expires:

August 27, 1986

NORTH CAROLINA, Onslow County

The foregoing certificate(s) of Barbara Y. Bizzell

Notary (ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 652 Page 329 This 13 day of MAY 1983 A. M. at 4:22 o'clock P. M.

[Signature]
Register of Deeds, Onslow County

Register of Deeds

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NORTH CAROLINA

ONSLow COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION, made this 11th day of October 1983,
by Jarman Construction Company Inc. of Onslow County,
North Carolina, hereinafter called the Declarants:

W I T N E S S E I H:

THAT WHEREAS, the Declarants are the owners of the real property described in Article I of this Declaration and are 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 insure 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 and any owner thereof.

NOW, THEREFORE, the Declarants hereby declare that the real property in and referred to in Article I hereof is and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth below.

ARTICLE I

The real property which is, and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth in the articles of the Declaration is located in the County of Onslow, State of North Carolina, and is more particularly described as follows:

Being all the numbered lots shown on that map entitled "ALDERSGATE SECTION IV", dated August 10th 1983, prepared by Barden Lanier and Associates, and recorded in Map Book 22, Page 20 54-8-79 of the Onslow County Registry.

ARTICLE II

No lot or lots shall be put to any use other than for residential purposes, except that any lot may be used by the Declarants for a street or roadway.

ARTICLE III

LAND USE AND BUILDING TYPE: No building shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. Carport shall be attached to the dwelling at only rear portion of the dwelling. No portion of the carport shall extend beyond the side line of the dwelling. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

ARTICLE IV

DWELLING, QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1400 square feet for a one-story dwelling, nor less than 850 square feet for a dwelling of more than one story.

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ARTICLE V

BUILDING LOCATION: No building shall be located on any corner lot nearer than 35 feet to the front line nor nearer than 17.5 feet to any side street line. Where a corner lot is involved, "front lot line" shall be deemed to be that line toward which the main structure fronts. No building shall be located with respect to side lot lines so as to be nearer than 10 feet to either such line. No dwelling shall be located on any interior lot nearer than 35 feet to the front lot line nor nearer than 20 feet to the rear lot line, and no garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than 10 percent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

ARTICLE VI

LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum set back line or shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred to, if any such lots as shown do not meet these requirements.

ARTICLE VII

NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

ARTICLE VIII

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement are of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The grantor reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage, or other utilities including water and sewer service.

ARTICLE IX

LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

ARTICLE X

BUILDING PLANS AND SPECIFICATIONS: No dwelling or other building shall be erected upon any lot unless the plans and specifications thereof meet or exceed the requirements of "Minimum Property Standards for one and two living units", and prepared by Federal Housing Administration.

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ARTICLE XI

ERECTION OF FENCES: No fences over four (4) feet in height shall be constructed between the front building line and the back lot line nearer than ten (10) feet to any lot line. No fence shall be erected between the front building line and the street right of way line unless such fence shall be of an ornamental nature. Brick and split-rail fences shall be deemed to meet the requirements of this restriction.

ARTICLE XII

SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot parallel to the building line, one sign of not more than three (3) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

ARTICLE XIII

GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XIV

SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. Nothing shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XV

TEMPORARY STRUCTURES: No structures of a temporary character, trailer, modular home, manufactured home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently. No trailer, modular home, manufactured home, mobile home, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any such vehicle be allowed to remain on any lot structure or placed inside the carport or garage.

ARTICLE XVI

UNDERGROUND ELECTRICAL UTILITIES: "The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for installation of underground electric cables and/or the installation of street lighting, either, or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of each building."

BOOK 669 PAGE 309

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ARTICLE XVII

ALTERATION, MODIFICATION, CANCELLATION OR CHANGES: These restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarants or their successors in title and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the office of the Register of Deeds of Onslow County, North Carolina. If the Declarants own sixty percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

ARTICLE XVIII

TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE XIX

ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or person violating or attempting to violate any covenant, either to restrain violation or to recover damages.

ARTICLE XX

SEVERABILITY: Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have hereunto set their hands and affixed their seals as of the day and year first above written.

JARMAN CONSTRUCTION COMPANY INC.

BY: William J. Jarman
PRESIDENT

ATTEST:

SECRETARY

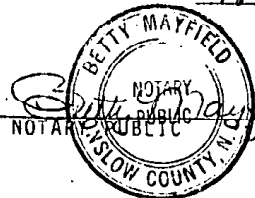
STATE OF NORTH CAROLINA, COUNTY OF ONSLOW

This 11th day of October, 1983, personally came before me, Betty Grayfield, a Notary Public in and for (Onslow) County, State of North Carolina. Larue Hambrick, who, being by me duly sworn, says that he knows the common seal of Jarman Construction Co. Inc. and is acquainted with William Jarman, who is the President of said corporation, and that he, the said Larue Hambrick, is the (assistant) Secretary of the said corporation and saw the said President sign the foregoing instrument, and that he, the said Larue Hambrick, (assistant) Secretary as aforesaid, affixed said seal to said instrument, and that he, the said Larue Hambrick, signed his name in attestation of the execution of said instrument in the presence of said President of said corporation, all by order of the Board of Directors of said corpora-

BOOK 669 PAGE 310

tion, and that said instrument is the act and deed of said corporation.

Witness my hand and notarial seal, this the 18th day of
October, 1983.



My Commission expires:

December 28th 1983

STATE OF NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Betty Mayfield
is certified to be correct. This instrument was presented for registration
this day and hour and duly recorded in the office of the Register of Deeds
of Onslow County, N.C. in Book 669 Page 306,

This the 11 day of October A.D. 1983,
at 3:29 o'clock P. m.

Michael M. Thomas
REGISTER OF DEEDS

Barden Lanier
P.O. Box 1237-Jay
f.d. 11.00
NORTH CAROLINA

BOOK 697 PAGE 345

ONSLow COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION, made this 8th day of June 1984,
by Jarman Construction Company Inc. of Onslow County, North
Carolina, hereinafter called the Declarants:

W I T N E S S E I H:

THAT WHEREAS, the Declarants are the owners of the real property described in Article I of this Declaration and are 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 insure 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 and any owner thereof.

NOW, THEREFORE, the Declarants hereby declare that the real property in and referred to in Article I hereof is and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth below.

ARTICLE I

The real property which is, and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth in the articles of the Declaration is located in the County of Onslow, State of North Carolina, and is more particularly described as follows:

BEING all the numbered lots shown on that map entitled "ALDERSGATE SECTION V", dated January 9, 1984, prepared by Barden Lanier and Associates, and recorded in Map Book 22, Page 63 Slide B-331 of the Onslow County Registry.

ARTICLE II

No lot or lots shall be put to any use other than for residential purposes, except that any lot may be used by the Declarants for a street or roadway.

ARTICLE III

LAND USE AND BUILDING TYPE: No building shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. Carport shall be attached to the dwelling at only rear portion of the dwelling. No portion of the carport shall extend beyond the side line of the dwelling. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

ARTICLE IV

DWELLING, QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1400 square feet for a one-story dwelling, nor less than 850 square feet for a dwelling of more than one story.

BOOK 597 PAGE 346

ARTICLE V

BUILDING LOCATION: No building shall be located on any corner lot nearer than 35 feet to the front line nor nearer than 17.5 feet to any side street line. Where a corner lot is involved, "front lot line" shall be deemed to be that line toward which the main structure fronts. No building shall be located with respect to side lot lines so as to be nearer than 10 feet to either such line. No dwelling shall be located on any interior lot nearer than 35 feet to the front lot line nor nearer than 20 feet to the rear lot line, and no garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than 10 percent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

ARTICLE VI

LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum set back line or shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred to, if any such lots as shown do not meet these requirements.

ARTICLE VII

NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

ARTICLE VIII

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement are of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The grantor reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage, or other utilities including water and sewer service.

ARTICLE IX

LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

ARTICLE X

BUILDING PLANS AND SPECIFICATIONS: No dwelling or other building shall be erected upon any lot unless the plans and specifications thereof meet or exceed the requirements of "Minimum Property Standards for one and two living units", and prepared by Federal Housing Administration.

BOOK 697 PAGE 347

ARTICLE XI

ERECTION OF FENCES: No fences over four (4) feet in height shall be constructed between the front building line and the back lot line nearer than ten (10) feet to any lot line. No fence shall be erected between the front building line and the street right of way line unless such fence shall be of an ornamental nature. Brick and split-rail fences shall be deemed to meet the requirements of this restriction.

ARTICLE XII

SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot parallel to the building line, one sign of not more than three (3) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

ARTICLE XIII

GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XIV

SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. Nothing shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XV

TEMPORARY STRUCTURES: No structures of a temporary character, trailer, modular home, manufactured home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently. No trailer, modular home, manufactured home, mobile home, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any such vehicle be allowed to remain on any lot structure or placed inside the carport or garage.

ARTICLE XVI

UNDERGROUND ELECTRICAL UTILITIES: "The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for installation of underground electric cables and/or the installation of street lighting, either, or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of each building."

BOOK 697 PAGE 348

ARTICLE XVII

ALTERATION, MODIFICATION, CANCELLATION OR CHANGES: These restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarants or their successors in title and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the office of the Register of Deeds of Onslow County, North Carolina. If the Declarants own sixty percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

ARTICLE XVIII

TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE XIX

ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or person violating or attempting to violate any covenant, either to restrain violation or to recover damages.

ARTICLE XX

SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have hereunto set their hands and affixed their seals as of the day and year first above written.

JARMAN CONSTRUCTION COMPANY INC.

BY: William J. Jarman
PRESIDENT

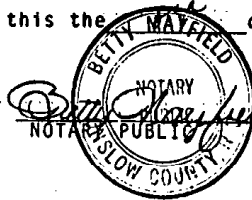
STATE OF NORTH CAROLINA

This 8th day of June 1984, personally came before me, Beth Mayfield, a Notary Public in and for Onslow County, State of North Carolina. Harrie Hornbluck, who, being by me duly sworn, says that he knows the common seal of Jarman Const. Co. Inc. and is acquainted with William Jarman, who is the President of said corporation, and that he, the said Harrie Hornbluck, is the (assistant) Secretary of the said corporation and saw the said President sign the foregoing instrument, and that he, the said Harrie Hornbluck, (assistant) Secretary as aforesaid, affixed said seal to said instrument, and that he, the said Harrie Hornbluck, signed his name in attestation of the execution of said instrument in the presence of said President of said corporation, all by order of the Board of Directors of said corporation

BOOK 697 PAGE 349

and that said instrument is the act and deed of said corporation.

Witness my hand and notarial seal, this the June day of 1984.



My Commission expires:

December 28th 1988

STATE OF NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate (s) of Betty Mayfield is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Onslow County, N.C. in Book 697 Page 345.

This the 11 day of June A.D. 19 84, at 9:59 o'clock A.m.

Michael M. Thomas
REGISTER OF DEEDS

Prepared by
Barden Lanier
7 NORTH CAROLINA

BOOK 702 PAGE 47

ONslow COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION, made this 16th day of July 1982,
by Jarman Construction Company, Inc., of Onslow County,
North Carolina, hereinafter called the Declarants:

W I T N E S S E T H:

THAT WHEREAS, the Declarants are the owners of the real property described in Article I of this Declaration and are 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 insure 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 and any owner thereof.

NOW, THEREFORE, the Declarants hereby declare that the real property in and referred to in Article I hereof is and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth below.

ARTICLE I

The real property which is, and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth in the articles of the Declaration is located in the County of Onslow, State of North Carolina, and is more particularly described as follows:

Being all the numbered lots shown on that map entitled "ALDERSGATE SECTION V", dated January 9, 1984, prepared by Barden Lanier and Associates, and recorded in Map Book 22, Page 51-53, of the Onslow County Registry.

ARTICLE II

No lot or lots shall be put to any use other than for residential purposes, except that any lot may be used by the Declarants for a street or roadway.

ARTICLE III

LAND USE AND BUILDING TYPE: No building shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. Carport shall be attached to the dwelling at only rear portion of the dwelling. No portion of the carport shall extend beyond the side line of the dwelling. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

ARTICLE IV

DWELLING, QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1400 square feet for a one-story dwelling, nor less than 850 square feet for a dwelling of more than one story.

BOOK 702 PAGE 48

ARTICLE V

BUILDING LOCATION: No building shall be located on any corner lot nearer than 35 feet to the front line nor nearer than 17.5 feet to any side street line. Where a corner lot is involved, "front lot line" shall be deemed to be that line toward which the main structure fronts. No building shall be located with respect to side lot lines so as to be nearer than 10 feet to either such line. No dwelling shall be located on any interior lot nearer than 35 feet to the front lot line nor nearer than 20 feet to the rear lot line, and no garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than 10 percent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

ARTICLE VI

LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum set back line or shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred to, if any such lots as shown do not meet these requirements.

ARTICLE VII

NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

ARTICLE VIII

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement are of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The grantor reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage, or other utilities including water and sewer service.

ARTICLE IX

LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

ARTICLE X

BUILDING PLANS AND SPECIFICATIONS: No dwelling or other building shall be erected upon any lot unless the plans and specifications thereof meet or exceed the requirements of "Minimum Property Standards for one and two living units", and prepared by Federal Housing Administration.

BOOK 702 PAGE 49

ARTICLE XI

ERECTION OF FENCES: No fences over four (4) feet in height shall be constructed between the front building line and the back lot line nearer than ten (10) feet to any lot line. No fence shall be erected between the front building line and the street right of way line unless such fence shall be of an ornamental nature. Brick and split-rail fences shall be deemed to meet the requirements of this restriction.

ARTICLE XII

SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot parallel to the building line, one sign of not more than three (3) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

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ARTICLE XIV

SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. Nothing shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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ARTICLE XVI

UNDERGROUND ELECTRICAL UTILITIES: "The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for installation of underground electric cables and/or the installation of street lighting, either, or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of each building."

BOOK 702 PAGE 50

ARTICLE XVII

ALTERATION, MODIFICATION, CANCELLATION OR CHANGES: These restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarants or their successors in title and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the office of the Register of Deeds of Onslow County, North Carolina. If the Declarants own sixty percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

ARTICLE XVIII

TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE XIX

ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or person violating or attempting to violate any covenant, either to restrain violation or to recover damages.

ARTICLE XX

SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have hereunto set their hands and affixed their seals as of the day and year first above written.

Jarman Construction Company, Inc.

BY: William Jarman
PRESIDENT



Larue Hambrick
SECRETARY

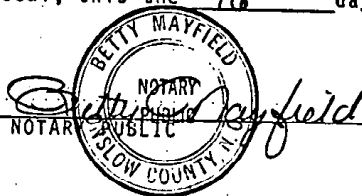
STATE OF NORTH CAROLINA, COUNTY OF ONSLOW

This 16th day of July, 1989, personally came before me, _____, a Notary Public in and for Onslow County, State of North Carolina, Larue Hambrick, who, being by me duly sworn, says that he knows the common seal of Jarman Const. Co. Inc., and is acquainted with William Jarman, who is the President of said corporation, and that he, the said Larue Hambrick, is the (assistant) Secretary of the said corporation and saw the said President sign the foregoing instrument, and that he, the said Larue Hambrick, (assistant) Secretary as aforesaid, affixed said seal to said instrument, and that he, the said Larue Hambrick, signed his name in attestation of the execution of said instrument in the presence of said President of said corporation, all by order of the Board of Directors of said corpora-

BOOK 702 PAGE 51

tion, and that said instrument is the act and deed of said corporation.

Witness my hand and notarial seal, this the 16th day of July, 1984.



My Commission expires:

December 28th 1988

STATE OF NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Betty Mayfield is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Onslow County, N.C. in Book 702, Page 51.

This the 18 day of July A.D. 19 84,
at 9:34 o'clock A m.

Mildred M. Thomas
REGISTER OF DEEDS