

22  
E.M.

BOOK 1209 PAGE 871

NORTH CAROLINA

NOV 17 PM 3:12 DECLARATION OF RESTRICTIONS

ONslow COUNTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, JOHN T. EAGAN JR., hereinafter called "Declarant", is the owner of all that tract of land located in Onslow County, North Carolina, and designated and known as "THE PARK AT COUNTRY CLUB SECTION I" shown on that certain plat recorded in Map Book 31, Page 111, Slide H-99, in the office of the Register of Deeds of Onslow County, NC.

AND WHEREAS, Declarant desires to provide for stability and appeal in the development of said land:

AND WHEREAS, Declarant, prior to selling and conveying the aforesaid lots within the development, desires to impose upon said lots certain mutual and beneficial restrictions, covenants, conditions and charges (hereinafter collectively referred to as "covenants") for the benefit of all the lots in the subdivision, in order to promote the best interest and protect the investments of Declarant and the subsequent Owners of said lots and to comply with certain regulations as may be established from time to time by the Division of Environmental Management,

NOW, THEREFORE, Declarant hereby covenants and agrees to and with all persons, firms, and corporations now owning or hereafter acquiring any of the numbered lots included on said plat, that all of said numbered lots shall be and same now are, to the extent hereinafter defined and described subject to the following restrictions as to the use thereof, running with said land by whomsoever owned, to wit:

ARTICLE I

LAND USE AND BUILDING TYPE: No structure shall be erected, altered, placed or permitted to remain on any lot other than for use as a single family residential dwelling. Only one single family residential dwelling shall be erected or permitted to remain upon any lot. No mobile or modular home may be erected or permitted to remain upon any lot. A private garage containing space for not more than three (3) automobiles is permitted. Enclosed carports or

BOOK 1209 PAGE 872

2

similar unenclosed storage structures shall not be erected, placed or permitted to remain on any lot. Such outbuildings as are incidental to the residential use of said lot may be erected and permitted to remain upon any lot. The Declarant may maintain a dwelling for use as a model home to aid sales in the Subdivision during the development stage, and for so long as Declarant owns a lot within the Subdivision. Thereafter, no such model home may be maintained in the subdivision.

ARTICLE II

DWELLING, QUALITY AND SIZE: Any dwelling erected upon any lot within the subdivision shall contain not less than 1,800 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages. If such dwelling is greater than one story but less than two stories in height, such dwelling shall contain at least 850 square feet, outside measurement, of enclosed floor heated area on the ground floor, exclusive of open porches and garages. If such dwelling is two stories or greater in height, such dwelling shall contain at least 900 square feet of enclosed floor heated area on the ground floor, outside measurement, exclusive of open porches and garages. The Declarant may allow, and must approve, variances in the size of permitted dwellings, such variances shall not exceed ten percent (10%) of the minimum square footage as set forth in this section. Any permitted dwelling for which a size variance has been approved by the Declarant shall not be deemed to be in violation of this section.

All dwellings and outbuildings erected upon any lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a workmanlike manner. The exterior construction of any dwelling shall not contain asbestos shingle siding, imitation brick or stoneroll siding, or exposed concrete blocks. No "Shell home", as the term is generally understood and used at this time in this area, shall be erected or allowed to remain on any said lots. The outside surface of beams, walls, and roofs of any appurtenant structures located on any lot shall be of material and quality of construction comparable in

BOOK 1209 PAGE 873

3

cost, design, and quality to the outside surfaces of the dwelling located on said lot. No metal storage facility or barn shall be located or permitted to remain on any lot.

BUILDING LOCATION: No building shall be located on any lot nearer than the setback line as shown on the recorded plat. No building shall be located with respect to side lot lines so as to be nearer than 10 feet to either such line. 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.

#### ARTICLE IV

NUISANCES: No noxious or offensive trade or activity shall be conducted upon any lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No truck or commercial vehicle in excess of three-quarter (3/4) ton load capacity shall be parked or permitted to remain on any lot. No wrecked or salvage motor vehicle or vehicle without current license plates or registration shall be permitted to remain upon any lot.

No boats, mobile homes, trailers, camper trailers or camping vehicles shall be parked or permitted to remain on any subdivision street as shown on the recorded plat. Such vehicles may be parked or permitted behind the primary residential dwelling on a lot so as not to be visible from any subdivision street.

All lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulations of rubbish or debris shall be permitted. No lot shall be used or maintained in an unsightly manner or utilized as a dumping ground for rubbish, trash, or debris. All rubbish, trash, debris, garbage, and all waste shall be kept only in sanitary containers and all such containers or other equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition.

BOOK 1209 PAGE 874

4

ARTICLE V

TEMPORARY STRUCTURES: No structure of a temporary nature, mobile home, trailer, tent, shack, barn or other outbuilding shall be placed or erected on any lot or used at any time as a residence either temporarily or permanently; provided, however, Declarant and properly licensed contractors may, during the construction of improvements upon lots, place upon said lots temporary structures for storage of equipment and materials or a field office which structures shall be removed immediately upon completion of construction.

ARTICLE VI

SIGNS: No signs of any kind shall be displayed to the public view on any lot. However, signs of not more than three (3) square feet advertising the property for sale or rent and signs used by a builder to advertise the property during the construction and sales period are permissible.

ARTICLE VII

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 providing they are not kept, bred, or maintained for commercial purposes and do not constitute a danger or nuisance to lot owners, their family, guests, and invitees.

ARTICLE VIII

FENCES: No fence of any type shall be erected or permitted to remain upon any lot closer to the front line of said lot than the rear of the primary residential dwelling located on said lot and/or closer to the sideline of any corner lot than the minimum building setback line applicable to such lot. No fence of chain link construction shall be erected or permitted to remain on any lot unless it is not visible from the street, which said fences shall not exceed six (6) feet in height. Notwithstanding the provisions of this section, the Declarant may erect and maintain fences and signs upon lots utilized by Declarant as model homes to aid sales of lots and homes in the subdivision. At such time as Declarant is

BOOK 1209 PAGE 875

5

divested of ownership of any such lots, the fences and signs so erected by Declarant shall be removed or altered so as to be in compliance with the provisions of this section.

ARTICLE IX

SATELLITE DISHES: No communication or television receiving disc, antenna or similar item may be erected or placed on any lot, or on any building on any lot without prior Declarant approval.

ARTICLE X

MAILBOXES: No box or receptacle of any kind for the use in the delivery of mail, papers, newspapers, magazines, or similar materials shall be constructed of brick and shall be limited to one (1) such receptacle per lot.

ARTICLE XI

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat, 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 change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through channels within the easements. The easement area of each lot and all improvements within 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. Additional easements for the installation and maintenance of drainage and utilities facilities, landscaping, and installation and maintenance of signs and corner sight easements are hereby reserved as more particularly designated and shown on the recorded maps of the subdivision. The easements as reserved herein are reserved exclusively to the Declarant for such purposes as Declarant may deem incidental and appropriate to its overall development plan.

The Declarant reserves the right to subject the real property in the Subdivision to a contract with Jones-Onslow Electric Membership Corporation and Carolina Telephone and Telegraph Company

BOOK 1209 PAGE 876

6

for the installation and maintenance of electric and telephone cables and/or installation of street lighting equipment and facilities either or both of which may require an initial payment and/or continuing monthly payment to Jones-Onslow Electric or Carolina Telephone and Telegraph by the owner of each lot.

ARTICLE XII

SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) 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 of the intersection of a street property line with the edge of a driveway or alley pavement. No tree 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 XIII

STORM WATER RUNOFF PROVISIONS: The State of North Carolina, in accordance with its coastal storm water rules, has limited the amount of impervious surfaces that may be constructed, placed or installed on any lot. The State of North Carolina currently defines impervious surfaces utilized for such purposes as areas covered by structures and/or paved surfaces including walkways or patios of brick, stone, slate or similar materials. The definition of impervious surfaces as utilized by the Department of Environmental Management of the State of North Carolina, as the same may be amended from time to time, is hereby incorporated by reference. No lot shall have constructed or used thereon impervious areas or surfaces greater than 5,406.1 square feet or as may otherwise be limited by applicable regulations. This covenant is intended to insure continued compliance with stormwater runoff

BOOK 1209 PAGE 877

7

rules adopted by the State of North Carolina and, therefore, the benefits derived from this section may be enforced by the State of North Carolina. Provided, however, that nothing in these covenants shall prohibit the Declarant, or any designee or successor of Declarant, from exceeding density limits through permits properly obtained through State Stormwater Rules. Any of the provisions of this instrument may be amended, modified or terminated to comply with stormwater rules now or hereafter adopted by the State of North Carolina by an instrument in writing executed by Declarant or his successors or assigns.

ARTICLE XIV

DURATION, AMENDMENT, AND TERMINATION: The covenants contained in this Declaration shall run with and bind the land for a term of thirty (30) years from the date on which this Declaration is recorded, after which time, the covenants shall be automatically extended for successive periods of one (1) year. The Declarant, or any designee or successor of Declarant reserves the right, in his/its sole discretion, to make such modifications and exceptions to the restrictions and reservations as Declarant or any successor or designee of Declarant sees fit. However, no modification or exception shall be made to Article XIII without the consent of the Director of the Division of Environmental Management of the Department of Natural Resources and Community Development of the State of North Carolina or any subsequent department or agency of the State of North Carolina having jurisdiction over storm water runoff regulations. To be effective, any such modification or exception must be recorded in the office of the Register of Deeds of Onslow County, North Carolina and a marginal entry of the same must be signified on the face of this Declaration.

ARTICLE XV

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.

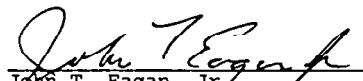
BOOK 1209 PAGE 878

8

ARTICLE XVI

**SEVERABILITY:** Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions of this document, which provisions shall remain in full force and effect.

IN TESTIMONY WHEREOF, JOHN T. EAGAN, JR., has signed this Declaration and hereunto set his hand and seal this the 12<sup>th</sup> day of October, 1994.

  
John T. Eagan, Jr. (SEAL)

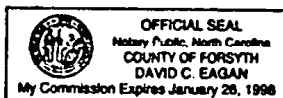
NORTH CAROLINA)  
FORSYTH COUNTY)

I, David C. Eagan, a Notary Public of Forsyth County and State, hereby certify that John T. Eagan, Jr., personally appeared before me this day, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 12<sup>th</sup> day of October, 1994.

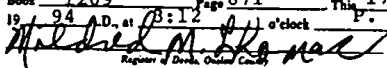
  
Notary Public

My Commission Expires: 1/26/98



NORTH CAROLINA, FORSYTH COUNTY  
The foregoing certificate(s) of

David C. Eagan

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1209 Page 871 This 12<sup>th</sup> day of October 1994 at 8:12 o'clock P. M.  
 By \_\_\_\_\_  
Registrar of Deeds, Forsyth County Registrar of Deeds



BOOK 1814 PAGE 467

29  
Prepared by and return to:  
Gordon E. Robinson, Jr. Attorney at Law  
410 New Bridge Street, Suite 2  
Jacksonville, NC 28540

2002 FEB 22 PM 2:10

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

**DECLARATION OF RESTRICTIVE  
AND PROTECTIVE COVENANTS FOR  
COUNTRY CLUB HILLS, SECTION III-C**

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this  
the 21<sup>st</sup> day of February, 2002, by C & E DEVELOPMENT, a North Carolina General  
Partnership, hereinafter called the "Declarant",

**WITNESSETH:**

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

NOW THEREFORE, the Declarant hereby declares 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**

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

BEING all that property as shown on a plat entitled, "Final Plat, Country Club Hills, Section  
III-C", dated 08/01/01, prepared by Parker & Associates, Inc., P.A., and recorded February 12, 2002  
in Map Book 42, Page 101, Slide K-1288, Onslow county Registry.

**ARTICLE II**

LAND USE AND BUILDING TYPE: No structure shall be erected, placed, altered, or  
permitted to remain on any lot other than for use as a single family residential dwelling and only one  
single family residential dwelling shall be erected or permitted to remain upon any lot. No mobile  
or modular home may be erected or permitted to remain upon any lot. A private garage containing  
space for not more than three (3) automobiles are permitted. Enclosed carports or similar  
unenclosed storage structures shall not be erected, placed or permitted to remain on any lot. This  
covenant shall not be construed as prohibiting the use of a new single family dwelling as a model  
home for sales purposes.

**ARTICLE III**

**DWELLING QUALITY AND SIZE:** Any dwelling erected upon any lot shall contain not less than 1,800 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages. If such dwelling is greater than one story but less than two stories in height, such dwelling shall contain at least 850 square feet, outside measurement, of enclosed floor heated area on the ground floor, exclusive of open porches and garages. If such dwelling is two stories or greater in height, such dwelling shall contain at least 900 square feet, outside measurement, of enclosed floor heated area on the ground floor, exclusive of open porches and garages. A variance from the minimum requirements, not to exceed ten percent (10%), shall not be deemed a violation of this Article.

All dwellings and outbuildings erected upon any lot shall be constructed of material of good grade quality and appearance, and all construction shall be performed in a good and workmanlike manner. The exterior construction of any dwelling shall not be of asbestos shingle siding, imitation brick or stoneroll siding, or of exposed concrete blocks. No "shell homes", as the term is generally understood and used at this time in this area, shall be erected or allowed to remain on any lot. The outside surface of beams, walls and roofs of any appurtenant structures located on any lot shall be of material and quality of construction comparable in cost, design and quality to the outside surfaces of the dwelling located on said lot. No metal storage facility or barn shall be located or permitted to remain on any lot.

**ARTICLE IV**

**BUILDING LOCATION:** Except as hereinafter provided, no building shall be located nearer to any property line than the following minimum setback distances: (a) as to interior lots, there shall be a front setback of 25 feet, a rear setback of 15 feet, and a side setback of 7 feet; (b) as to corner lots, there shall be a setback of 25 feet from the designated front street, 15 feet from the designated side street, and 7 feet from any other side or rear property line. For the purposes 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 any lot to encroach upon another lot. An error of not more than ten percent (10%) in the location of a building on a lot with respect to the above-stated minimum setback lines shall not be considered a violation of this covenant.

**ARTICLE V**

**NUISANCES:** No noxious or offensive trade or 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. No truck or commercial vehicle in excess of three-quarter (3/4) ton load capacity shall be parked or permitted to remain on any lot. No wrecked or junked motor vehicle or vehicle without current license plates and registration shall be permitted to remain upon any lot.

BOOK 1814 PAGE 469

No boats, mobile homes, trailers, camper trailers or camping vehicles shall be parked or permitted to remain on any subdivision street as shown on the recorded plat. Such vehicles may be parked or permitted behind the primary residential dwelling.

All lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulations of rubbish or debris shall be permitted. No lot shall be used or maintained in an unsightly manner or utilized as a dumping ground for rubbish, trash, or debris. All rubbish, trash, debris, garbage and all waste shall be kept only in sanitary containers and all such containers or other equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition.

#### ARTICLE VI

TEMPORARY STRUCTURES: No structure of temporary character, mobile home, trailer, tent, shack, barn or other outbuilding shall be placed or erected on any lot or used at any time as a residence, either temporarily or permanently; provided, however, property licensed contractors may, during the construction of the improvements upon any lot, place upon such lot, temporary structures for storage of equipment and materials or a field office, which structures shall be removed immediately upon completion of construction.

#### ARTICLE VII

SIGNS: No signs of any kind shall be displayed to the public view on any lot. However, signs of not more than ten (10) square feet advertising a lot for sale or rent and signs used by a builder to advertise a lot during the construction and sales period are permissible.

#### ARTICLE VII

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 commercial purposes, are not allowed to roam at large, and do not constitute a danger or nuisance to lot owners, their family, guests and invitees. All lot owners shall be responsible for any injury or damage to person or property which is caused by their pets.

#### ARTICLE IX

ERECTION OF FENCES: No fence of any type shall be erected or permitted to remain on any lot closer to the front line of said lot than the rear of the primary residential dwelling located on said lot or to the side line of any corner lot than the minimum building setback line applicable to such lot. No fence of chain link construction shall be erected or permitted to remain on any lot unless it is not visible from the street, which said fence shall not exceed four (4) feet in height.

BOOK 1814 PAGE 470

Notwithstanding the provisions of this Article, a contractor or the Declarant may erect and maintain fences and signs upon lots utilized as model homes to aid sales of lots and homes in the subdivision. At such time as all lots have been sold or conveyed by the original developer, the fences and signs so erected shall be removed or altered so as to be in compliance with the provisions of this Article.

ARTICLE X

SATELLITE DISHES: No satellite dishes or electronic transmission or receiving antennae larger than three (3) feet in diameter shall be allowed or permitted upon any lot in the subdivision.

ARTICLE XI

MAILBOXES: No box or receptacle of any kind for the use in delivery of mail, papers, newspapers, magazines or similar materials shall be erected or permitted to remain upon any lot except as permitted or allowed by the North Carolina Department of Transportation or the City of Jacksonville.

ARTICLE XII

EASEMENTS: Easement 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, and such easements five (5) feet in width are reserved along each side line 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, retard or change the direction of 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. Additional easements for the installation and maintenance of drainage and utilities facilities, landscaping and installation and maintenance of signs and corner sight easements are hereby reserved as more particularly designated and shown on the recorded plat of the subdivision. The easements as reserved herein are reserved exclusively to the Declarant for such purposes as the Declarant may deem incidental and appropriate to its overall development plan.

The Declarant reserves for itself, its successors and 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 services.

It is understood that the Declarant may enter into a contract with the appropriate telephone and electric utility companies for the installation and maintenance of electric and telephone cables and/or installation of street lighting equipment and facilities either both of which may require an

BOOK 1814 PAGE 471

initial payment and/or continuing monthly payment to the appropriate telephone and electric utility companies by the owner of each lot.

#### ARTICLE XIII

**SIGHT DISTANCE AT INTERSECTION:** No fences, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 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 upon any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

#### ARTICLE XIV

**STORMWATER MANAGEMENT:** No lot shall be covered by structures and/or paved surface, including walkways or patios of brick, stone, slate or similar materials in excess of the number of square feet designated as Maximum Built Upon Area, as established by the North Carolina Department of Environment and Natural Resources; in no event shall more than 50% of any lot be so covered. The covenants and restrictions set forth in this Article are intended to ensure continued compliance with stormwater management rules and regulations issued by the Division of Water Quality and may not be changed or deleted without the consent of the State of North Carolina.

#### ARTICLE XV

**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 (20) years from the date this Declaration is recorded, after which such time, the Declaration 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 Declaration in whole or in part, with the exception of Article XIV. To be effective any such amendment must be recorded in the office of the Register of Deeds of Onslow County, North Carolina.

#### ARTICLE XVI

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

BOOK 1814 PAGE 472

## ARTICLE XVII

MODIFICATION: 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 Declarant or its successors in title and by the owner of not less than sixty (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 Declarant owns sixty (60%) or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone.

## ARTICLE XVIII

SEVERABILITY: Invalidation of anyone of these covenants by judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Declaration, the day and year first above written.

C & E Development, a North Carolina General Partnership

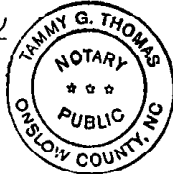
By: Charles K. Penuel  
Charles K. Penuel, Partner

By: Edward E. Penuel  
Edward E. Penuel, Partner

State of North Carolina  
County of Onslow

I, a Notary Public of the County and State aforesaid, certify that Charles K. Penuel and Edward E. Penuel, Partners in C & E Development, a North Carolina General Partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this 21<sup>st</sup> day of February, 2002.

Tammy G. Thomas  
Notary Public  
My Commission Expires: 12/19/04



NORTH CAROLINA, ONSLOW COUNTY  
The foregoing certificate(s) of \_\_\_\_\_

Tammy G Thomas

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in  
Book 1814 Page 467 This 22 day of February  
2002 A.P. at 7:10 o'clock P M.  
M. J. Thomas By \_\_\_\_\_  
Register of Deeds, Onslow County Register of Deeds