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NORTH CAROLINA BOOK 1588 PAGE 735
 ONSLOW COUNTY RESTRICTIVE COVENANTS

(20)
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 [Signature]

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 16th day of July, 1999, by LARRY NELSON YOPP and wife SARAH J. YOPP, CHARLES G. YOPP and wife WANDA YOPP, PAT YOPP FREEMAN and husband JOHNNY FREEMAN AND BETTY YOPP BERNAT and husband FRANK E. BERNAT, EVERETT DOUGLAS YOPP and wife DELORES YOPP, hereinafter called "Declarants".

W I T N E S S E T H:

THAT WHEREAS, the Declarants are the owners of the real property described in Paragraph 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 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 Declarants hereby declare that the real property in and referred to in Paragraph I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

1. DESCRIPTION OF REAL 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 of lots numbered 1 through 21, inclusive, as shown upon plat entitled "Everett's Creek Estates Phase I", prepared by Charles Riggs, RLS.

2. USES: No lot, lots or portions thereof 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.

3. LAND USE AND BUILDING TYPE: No building shall be used except for "single family residential purposes". "Single family residential purposes" is defined as a family unit related by blood or marriage as is customary in the area. A single family may consist of a single individual but shall not consist of units made up of a number of unrelated by blood or marriage individuals whether adults or minors under the care of others wherein there is provided family care for usually two or more unrelated persons. A single family residential unit shall not be used nor shall residential purposes as herein set out be defined as covering the following types of uses: fraternities, sororities, family care homes, boarding homes, or any type residence in which a person or persons' care is paid for by himself or herself or others. 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 general architectural design and construction standards used as the dwelling itself. All construction shall be custom type construction built on the lot and no old building constructed elsewhere shall be moved on to the lot for residential or any other purpose. No mobile homes, double wides or pre-manufactured homes or any unit requiring a Division of Motor Vehicles Certificate of Title shall be placed or constructed on any numbered lot in the subdivision hereinabove described. This

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covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes. Construction of gazebos behind dwellings and on piers or docks shall be permitted provided that the walls of such gazebos shall not be constructed of solid or opaque material; the size of gazebos shall not exceed 200 square feet of roof area, screens, lattice and glass shall be permitted.

4. NATIVE GROWTH: The native growth of such premises shall not be permitted to be destroyed or removed except as necessary to erect structures, to construct driveways and other graveled areas, and a reasonable area surrounding the buildings. The Developer, its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so.

5. STREET LIGHTING AGREEMENT: The developer reserves the right to subject the real property in this subdivision to a contract with an electric utility 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 an electric utility company by the owner of each dwelling.

6. 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 1700 square feet of heated area to a one-story dwelling, nor less than 2400 square feet if heated area for a dwelling of more than one story. Home construction must be completed within 8 months from start of construction.

7. BUILDING LOCATION: No building shall be located on any numbered lot nearer to the front line or side street line than the minimum building line shown on the recorded plat. No residential building shall be located on any numbered lot nearer than 50 feet from the front lot line, and no building shall be located nearer than 20 feet from the rear lot line nor nearer than 20 feet from the side lot lines. For the purpose of this covenant, eaves, steps, open porches and carports 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.

8. SUBDIVISION: No lot shall be subdivided if the result of each subdivision is separate ownership of less than a whole lot; provided, however, that the Declarant, its successors or assigns, reserves the right to make minor boundary line adjustments between lots so long as said adjustment does not extend 10% of the total area of a given lot.

9. 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. All lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted to remain on a lot. No automobile, other vehicle(s), motorcycle(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage. Declarant or Association, its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so. The Declarant or Association may contract for, and assess to owner, any maintenance necessary to enforce this covenant.

10. EASEMENTS AND DRIVEWAYS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 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 services, drainage, or other utilities including water and sewer services.

Driveways must match existing access road and comply with all future upgrades within 90 days (paving, etc.).

11. 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. Goats, cows, chickens, swine, horses and ponies shall not be considered household pets.

12. SATELLITE RECEPTION AND FUEL TANKS: All satellite dishes and similar apparatus shall be located indoors so as not to be visible. Mini satellite dishes 24 inches and under and attached to the house are exempt from this article. All fuel tanks and gas bottles shall be located so as not to be visible from the streets or from neighboring lots.

13. 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 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

14. FENCES: No fence shall be erected between the front building line and the street right of way line except decorative fences such as split-rail or picket not in excess of four feet in height. No fence shall be erected between the front building line of the main dwelling and the back lot line in excess of six feet in height. Where corner lots occur with adjacent lots sharing the same right of way line, no fence in excess of four feet in height shall be constructed along the right of way of the corner lots or nearer the right of way than the front building line of the adjacent lots. No chain link fences shall be allowed in front yards but shall be allowed in back yards.

15. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a 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. Garbage cans shall not be permitted to remain in the front yard except for normal garbage pick up.

16. 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 feet from the intersection of the street line, 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 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 distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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17. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, manufactured home, modular home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, motor 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.

18. 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 such 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.

19. BUILDING CONSTRUCTION: All structures built on any lot shall comply with the State Building Code, all rules and regulations of Onslow County and the Coastal Area Management Act.

20. ENFORCEMENT OF RESTRICTIONS: In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the undersigned, its successors and assigns and the owners of the numbered lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

21. EVERETT'S CREEK ESTATES HOMEOWNERS ASSOCIATION: All purchasers of lots in Everett's Creek Estates Subdivision as described herein shall, and by their acceptance of Deeds conveying such lots do, for themselves, their heirs, successors and assigns, agree to become members of the Everett's Creek Estate Homeowners Association and authorize the following actions.

22. 1. RESPONSIBILITY OF ASSOCIATION:

(a) Everett's Creek Estates Homeowners Association shall assume responsibility for the maintenance of the streets in the subdivision and for the maintenance of the drainage easements. At such time as the streets become eligible for maintenance by the N.C. Department of Transportation, the Homeowner's Association may and is hereby authorized to petition the County and the Department of Transportation for said streets to be taken over and maintained by the State.

(b) The Homeowners Association shall assume responsibility for all improvements and maintenance of any common area as shown on said recorded plat; it being specifically understood and agreed that Declarants shall not be responsible for improvement or maintenance of said areas.

2. ASSESSMENTS:

(a) Each member of the Homeowners Association as described herein, by acceptance of the Deed to each lot, whether or not it shall be expressed in such Deed, is deemed to and does hereby, covenant and agree, on behalf of himself, his heirs, successors and assigns, to pay assessments to the Homeowners Association for the expenses incurred. The initial assessment for the Everett's Creek Estates Homeowners Association shall be Two Hundred Dollars (\$200.00) per year for each lot.

(b) The assessments required hereby shall be due and payable on the 1st day of July following the conveyance

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of the lot from the owners to the initial purchaser and shall be paid each July 1st thereafter to Developer as Trustee for the Homeowners Association until such time as fifteen lots have been sold; thereafter, said assessment shall be paid to the secretary of the Association.

23. LIEN OF ASSESSMENT: The assessments called for hereinabove, together with interest and costs of collection, including court costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine percent (9.0%) per annum. The designated officer of the Association or the Association may bring an action at law against the owner or owners personally obligated to pay the same or may foreclose the lien against the property, and the officer of the Association or the Association is hereby granted a power of sale to conduct said foreclosure; any interest, costs and reasonable attorney fees arising out of the action of foreclosure shall be added to the amount of such assessment. Such foreclosure shall be conducted under the procedure prescribed by statute in North Carolina for sale under a power of sale.

24. The members of the Association on the second Monday in July of each calendar year shall elect a President and a Secretary/Treasurer, by a majority vote of those present and constituting a quorum, who shall serve until the next regular meeting. A quorum for any regular or special meeting of the Everett's Creek Homeowners Association shall be the owners of at least fifteen (15) of the lots in said subdivision. The President and Secretary/Treasurer shall serve in the capacity of approving, administering, and carrying out the collection of and payment for the maintenance and improvement items herein called for. The Association shall have the authority to take action without meeting, provided a majority of the members of the Association consent to such action by written resolution signed by such members.

Notice of any meeting of the lot owners of record shall specify the time, date and place of meeting and shall be sent by regular mail or by personal delivery to the occupant of a respective owner's lot.

25. MODIFICATION OF RESTRICTIVE COVENANTS: T h e s e 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.

26. SEVERABILITY: Invalidation of any one 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 TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed, this day and year first above written.

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Larry Nelson Yopp (SEAL)
LARRY NELSON YOPP

Sarah J. Yopp (SEAL)
SARAH J. YOPP

Pat Yopp Freeman (SEAL)
PAT YOPP FREEMAN

Charles G. Yopp (SEAL)
CHARLES G. YOPP

Wanda Yopp (SEAL)
WANDA YOPP

Johnny Freeman (SEAL)
JOHNNY FREEMAN

Betty Yopp Bernat (SEAL)
BETTY YOPP BERNAT

Frank E. Bernat (SEAL)
FRANK E. BERNAT

Everett Douglas Yopp (SEAL)
EVERETT DOUGLAS YOPP

Delores Yopp (SEAL)
DELORES YOPP

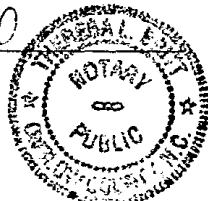
NORTH CAROLINA
ONslow COUNTY

I, Theresa L. Britt, a Notary Public in and for said County and State do hereby certify that Larry Nelson Yopp and wife Sarah J. Yopp, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 16 day of July, 1999.

Theresa L. Britt
Notary Public

My commission expires:
3-25-2001



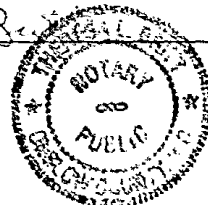
NORTH CAROLINA
ONslow COUNTY

I, Theresa L. Britt, a Notary Public in and for said County and State do hereby certify that Charles G. Yopp and wife Wanda Yopp, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 16 day of July, 1999.

Theresa L. Britt
Notary Public

My commission expires:
3-25-2001



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NORTH CAROLINA
ONslow COUNTY

I, Theresa L. Britt, a Notary Public in and for said County and State do hereby certify that Pat Yopp Freeman and husband Johnny Freeman, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 16 day of July, 1999.

Theresa L. Britt
Notary Public

My commission expires:
3-25-2001

NORTH CAROLINA
ONslow COUNTY

I, Theresa L. Britt, a Notary Public in and for said County and State do hereby certify that Betty Yopp Bernat and husband Frank E. Bernat, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 16 day of July, 1999.

Theresa L. Britt
Notary Public

My commission expires:
3-25-2001

NORTH CAROLINA
ONslow COUNTY

I, Theresa L. Britt, a Notary Public in and for said County and State do hereby certify that EVERETT DOUGLAS YOPP and wife DELORES YOPP, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 16 day of July, 1999.

Theresa L. Britt
Notary Public

My commission expires:
3-25-2001

STATE OF NORTH CAROLINA, ONslow COUNTY

The foregoing certificate(s) of THERESA L. BRITT is (are) certified to be correct. This instrument was presented for registration this 8TH day of NOVEMBER, 1999; at 12:01 ~~XXX~~ P.M., and duly recorded in the office of the Register of Deeds of Onslow County, North Carolina, in Book 1588, Page 735.

This the 8TH day of NOVEMBER, 1999.

Michael M. Thomas
REGISTER OF DEEDS

ASSISTANT, DEPUTY
REGISTER OF DEEDS

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NORTH CAROLINA

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ONslow COUNTY

AMENDMENT TO COVENANTS

We, the undersigned, being owners of lots in "Everett's Creek Estates Phase I" Onslow County, North Carolina as shown upon Map recorded in Map Book 38, Page 172, in the Office of the Register of Deeds of Onslow County, North Carolina;

WITNESSETH:

WHEREAS, the undersigned owners have agreed to amend the Restrictive Covenants as set forth below:

NOW, THEREFORE, in consideration of the premises, and other valuable consideration, and pursuant to paragraph 25 of the said Restrictive Covenants it is agreed:

1. That paragraph 6 is hereby deleted and is amended to read as follows: "The ground floor area of the amin structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet of heated area to a one-story dwelling, nor less than 2400 square feet of heated area for a dwelling of more than one story. Home construction must be completed within 8 months from start of construction.

2. That the following language shall be added to paragraph 10: "Except waterfront lot driveways may be gravel."

IN WITNESS WHEREOF, the undersigned have set their hands and seals this the 31st day of October, 2000.

Larry Nelson Yopp (SEAL)
LARRY NELSON YOPP

Sarah J. Yopp (SEAL)
SARAH J. YOPP

Pat Yopp Freeman (SEAL)
PAT YOPP FREEMAN

Charles G. Yopp (SEAL)
CHARLES G. YOPP

Wanda Yopp (SEAL)
WANDA YOPP

Johnny Freeman (SEAL)
JOHNNY FREEMAN

Betty Yopp Bernat (SEAL)
BETTY YOPP BERNAT

Frank E. Bernat (SEAL)
FRANK E. BERNAT

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Everett Douglas Yopp (SEAL)
EVERETT DOUGLAS YOPP

Delores Yopp (SEAL)
DELORES YOPP

Claude L. Haynes (SEAL)
CLAUDE L. HAYNES

Barbara K. Haynes (SEAL)
BARBARA K. HAYNES

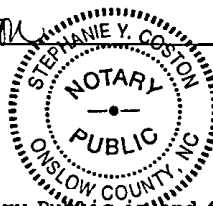
NORTH CAROLINA
ONslow COUNTY

I, Stephanie Y. Coston, a Notary Public in and for said County and State do hereby certify that Larry Nelson Yopp and wife Sarah J. Yopp, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 31 day of October, 2000.

Stephanie Y. Coston
Notary Public

My commission expires:
12-06-03



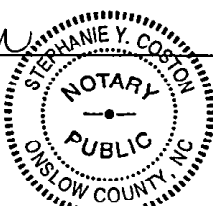
NORTH CAROLINA
ONslow COUNTY

I, Stephanie Y. Coston, a Notary Public in and for said County and State do hereby certify that Charles G. Yopp and wife Wanda Yopp, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 31 day of October, 2000.

Stephanie Y. Coston
Notary Public

My commission expires:
12-06-03



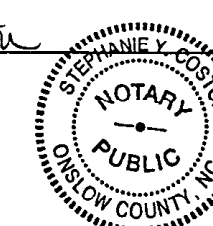
NORTH CAROLINA
ONslow COUNTY

I, Stephanie Y. Coston, a Notary Public in and for said County and State do hereby certify that Pat Yopp Freeman and husband Johnny Freeman, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 31 day of October, 2000.

Stephanie Y. Coston
Notary Public

My commission expires:
12-06-03



NORTH CAROLINA
ONslow COUNTY

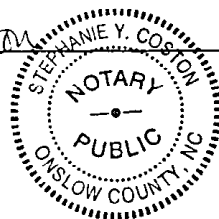
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I, Stephanie Y. Coston, a Notary Public in and for said County and State do hereby certify that Betty Yopp Bernat and husband Frank E. Bernat, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 31 day of October, 2000.

Stephanie Y. Coston
Notary Public

My commission expires:
12-04-03



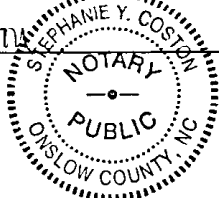
NORTH CAROLINA
ONslow COUNTY

I, Stephanie Y. Coston, a Notary Public in and for said County and State do hereby certify that EVERETT DOUGLAS YOPP and wife DELORES YOPP, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 31 day of October, 2000.

Stephanie Y. Coston
Notary Public

My commission expires:
12-04-03



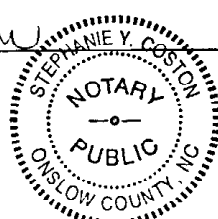
NORTH CAROLINA
ONslow COUNTY

I, Stephanie Y. Coston, a Notary Public in and for said County and State do hereby certify that CLAUDE L. HAYNES AND WIFE BARBARA K. HAYNES, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 31 day of October, 2000.

Stephanie Y. Coston
Notary Public

My commission expires:
12-04-03



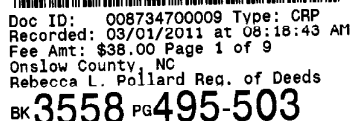
STATE OF NORTH CAROLINA, ONslow COUNTY

The foregoing certificate(s) of Stephanie Y. Coston is (are) certified to be correct. This instrument was presented for registration this 13th day of November, 2000, at 4:18 P.M., A.M., P.M., and duly recorded in the office of the Register of Deeds of Onslow County, North Carolina, in Book 1665, Page 64.

This the 13th day of November, 2000.

Michael M. Thomas
REGISTER OF DEEDS

ASSISTANT, DEPUTY
REGISTER OF DEEDS



Book: 3558 Page: 495 Seq: 1

e) Alteration of the drainage as shown on the approval plan may not take place without the concurrence of the Division of Water Quality.

f) The maximum built-upon area per lot is as listed below, in square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right of way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

LOT #	BUA/LOT	LOT #	BUA/LOT	LOT #	BUA/LOT	LOT #	BUA/LOT
1	8,000	14	8,000	25	7,000	39	5,672
2	8,000	15	8,000	27	7,493	40	5,638
3	8,000	16	8,000	28	7,493	41	7,493
4	8,000	17	8,000	29	4,300	42	4,300
5	8,000	18	8,000	30	4,300	43	4,300
6	8,000	19	8,000	31	7,493	44	4,300
7	8,000	20	8,000	32	7,493	45	8,419
8	8,000	21	40,000	33	7,493	46	4,300
9	8,000	22	12,000	34	7,493	47	4,300
10	8,000	23	7,493	35	7,493	48	4,300
11	8,000	24	7,000	36	7,000	49	7,500
12	8,000	25	7,000	37	7,000		
13	8,000	26	7,000	38	7,493		

g) Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associate with the development except for average driveway crossings, is strictly prohibited by any persons.

h) For those lots within the CAMA Area of Environmental Concern, where DCM calculates a different maximum lot built-upon area, the governing maximum lot BUA shall be the more restrictive of the two amounts.

i) Projects covered by Areas A and B of this permit will maintain a minimum 50-foot wide vegetative buffer to adjacent surface waters. The width of the buffer is measured horizontally from the normal pool of impounded structures, the top bank of each side of streams and rivers, and from the mean high water line of tidal waters, perpendicular to the shoreline. The remainder of the project will maintain a minimum 30-foot wide vegetative buffer between all impervious areas and surface waters.

j) All roof drains shall terminate at least 50 feet from the normal pool of impounded structures, the bank of each side of rivers and streams, and the mean high water line of tidal waters.

k) Lots 1 through 49 in Phase I and Phase II of Everett's Creek Estates shall be governed by the maximum built-upon area for each lot as shown in Paragraph 2(f) above.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this the 19th
day of February, 2011.

Pat Yopp Freeman (SEAL)
PAT YOPP FREEMAN

Johnny Freeman (SEAL)
JOHNNY FREEMAN

Betty Yopp Bernat (SEAL)
BETTY YOPP BERNAT

Frank E. Bernat (SEAL)
FRANK E. BERNAT

Everett Douglas Yopp (SEAL)
EVERETT DOUGLAS YOPP

Delores Yopp (SEAL)
DELORES YOPP

Charles G. Yopp (SEAL)
CHARLES G. YOPP

Wanda Yopp (SEAL)
WANDA YOPP

NORTH CAROLINA
ONslow COUNTY

I, Barbara J. Gray, a Notary Public in and for said County and
State do hereby certify that CHARLES G. YOPP and wife, WANDA YOPP, Declarants,
personally appeared before me this day and acknowledged the execution of the foregoing
instrument.

Witness my hand and official stamp or seal, this 25th day of February, 2011.

My commission expires:
4-10-2011

Barbara J. Gray
BARBARA J. GRAY
NOTARY PUBLIC
ONslow COUNTY, N.C.

NORTH CAROLINA Georgia
ONslow COUNTY Newton County

I, Nancy F. Mask, a Notary Public in and for said County and
State do hereby certify that PAT YOPP FREEMAN and husband, JOHNNY FREEMAN,
Declarants, personally appeared before me this day and acknowledged the execution of the
foregoing instrument.

Witness my hand and official stamp or seal, this 19th day of February, 2011.

My commission expires:
Oct 3, 2014



~~NORTH CAROLINA~~ Georgia
~~ONSLOW COUNTY~~ Newton County

I, Nancy F. Mask, a Notary Public in and for said County and State do hereby certify that BETTY YOPP BERNAT and husband, FRANK E. BERNAT, Declarants, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 19th day of February, 2011.

Nancy F. Mask
Notary Public

My commission expires:
Oct. 3, 2014



~~NORTH CAROLINA~~
~~ONSLOW COUNTY~~

I, Barbara J. Gray, a Notary Public in and for said County and State do hereby certify that EVERETT DOUGLAS YOPP and wife, DELORES YOPP, Declarants, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 25th day of February, 2011.

Barbara J. Gray
Notary Public

My commission expires:
4-10-2011

BARBARA J. GRAY
NOTARY PUBLIC
ONSLOW COUNTY, N.C.

CHARLES F. RIGGS & ASSOCIATES, INC.
502 NEW BRIDGE STREET
P.O. BOX 1570
JACKSONVILLE, NORTH CAROLINA 28541
TELEPHONE: (910) 455-0877
FACSIMILE: (910) 455-9033
E-MAIL: riggsland@bizec.rr.com

Metes and Bounds description of Everett Creek Estates
64.039 Acres on and including Everett Yopp Drive
Stump Sound Township, Onslow County, North Carolina

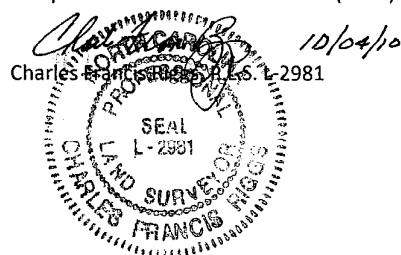
Commencing at an existing iron rod in the western right-of-way line of Everett Yopp Drive, being the southeastern corner of Lot 20, Everett's Creek Estates as recorded in Map Book 47, Page 22 of the Onslow County Registry and being THE TRUE POINT OF BEGINNING: thence from the above described true point of beginning and leaving said western right-of-way line of Everett Yopp Drive South 87 degrees 01 minutes 37 seconds West for a distance of 250.43 feet to a point in a branch, thence along centerline said branch the following courses and distances: North 33 degrees 28 minutes 41 seconds West for a distance of 79.17 feet, North 21 degrees 11 minutes 37 seconds West for a distance of 126.45 feet, North 30 degrees 29 minutes 09 seconds West for a distance of 145.73 feet, North 07 degrees 36 minutes 44 seconds West for a distance, North 22 degrees 38 minutes 59 seconds West for a distance of 161.26 feet, North 11 degrees 29 minutes 48 seconds West for a distance of 205.36 feet, North 09 degrees 40 minutes 00 seconds East for a distance of 242.03 feet, North 13 degrees 07 minutes 21 seconds East for a distance of 84.14 feet, North 28 degrees 35 minutes 49 seconds East for a distance of 116.65 feet, North 03 degrees 07 minutes 57 seconds West for a distance of 73.23 feet, North 18 degrees 41 minutes 13 seconds East for a distance of 104.12 feet, North 63 degrees 52 minutes 34 seconds East for a distance of 44.70 feet, North 89 degrees 48 minutes 20 seconds East for a distance of 56.77 feet, North 23 degrees 19 minutes 56 seconds East for a distance of 47.36 feet, North 25 degrees 22 minutes 41 seconds East for a distance of 34.73 feet, North 01 degrees 24 minutes 05 seconds East for a distance of 21.41 feet, North 76 degrees 05 minutes 19 seconds West for a distance of 15.82 feet, South 57 degrees 39 minutes 31 seconds West for a distance of 17.52 feet, South 80 degrees 15 minutes 18 seconds West for a distance of 22.19 feet, North 05 degrees 48 minutes 13 seconds East for a distance of 51.38, North 53 degrees 09 minutes 01 seconds East for a distance of 23.47 feet, North 40 degrees 47 minutes 52 seconds East for a distance of 55.90 feet, North 03 degrees 41 minutes 59 seconds West for a distance of 54.51 feet, North 14 degrees 18 minutes 15 seconds East for a distance of 95.63 feet, North 41 degrees 29 minutes 13 seconds West for a distance of 49.71 feet, North 25 degrees 37 minutes 20 seconds West for a distance of 40.86 feet, North 29 degrees 27 minutes 20 seconds East for a distance of 24.54 feet, North 60 degrees 57 minutes 59 seconds East for a distance of 51.08 feet, North 26 degrees 42 minutes 46 seconds West for a distance of 81.88 feet, North 00 degrees 41 minutes 44 seconds West for a distance of 109.73 feet, North 71 degrees 04 minutes 30 seconds West for a distance of 49.42, North 46 degrees 59 minutes 03 seconds West for a distance of 75.20 feet, North 39 degrees 28 minutes 05 seconds West for a distance of 18.79 feet, North 10 degrees 30 minutes 55 seconds East for a distance of 7.45 feet to a point in the approximate mean high water line of Everett Creek, thence, leaving said branch and along said approximate mean high water line the following courses and distances: North 58 degrees 22 minutes 42 seconds East for a distance of 80.76 feet, North 29 degrees 02 minutes 44 seconds East for a distance of 83.27 feet, North 44 degrees 37 minutes 30

Page 1 of 4

seconds East for a distance of 27.67 feet, North 65 degrees 53 minutes 52 seconds East for a distance of 34.66 feet, South 82 degrees 00 minutes 43 seconds East for a distance of 57.39 feet, South 49 degrees 33 minutes 10 seconds East for a distance of 26.43 feet, South 71 degrees 05 minutes 06 seconds East for a distance of 64.43 feet, South 63 degrees 32 minutes 36 seconds East for a distance of 78.40 feet, South 82 degrees 03 minutes 18 seconds East for a distance of 55.62 feet, North 88 degrees 28 minutes 15 seconds East for a distance of 42.61 feet, North 62 degrees 47 minutes 20 seconds East for a distance of 24.12 feet, North 57 degrees 18 minutes 45 seconds East for a distance of 52.37 feet, North 33 degrees 12 minutes 25 seconds East for a distance of 20.97 feet, North 35 degrees 40 minutes 44 seconds East for a distance of 20.41 feet, North 35 degrees 40 minutes 44 seconds East for a distance of 15.85 feet, North 63 degrees 29 minutes 51 seconds East for a distance of 33.18 feet, North 63 degrees 29 minutes 51 seconds East for a distance of 74.15 feet, North 47 degrees 16 minutes 16 seconds East for a distance of 26.07 feet, North 35 degrees 27 minutes 32 seconds East for a distance of 41.33 feet, North 51 degrees 50 minutes 58 seconds East for a distance of 50.65 feet, North 57 degrees 30 minutes 40 seconds East for a distance of 55.14 feet, South 85 degrees 13 minutes 30 seconds East for a distance of 18.64 feet, South 66 degrees 21 minutes 15 seconds East for a distance of 53.36 feet, South 18 degrees 58 minutes 53 seconds East for a distance of 18.39 feet, South 63 degrees 35 minutes 17 seconds East for a distance of 83.29 feet, North 78 degrees 07 minutes 19 seconds East for a distance of 29.93 feet, South 72 degrees 47 minutes 38 seconds East for a distance of 28.00 feet, South 72 degrees 47 minutes 38 seconds East for a distance of 71.04 feet, South 63 degrees 35 minutes 08 seconds East for a distance of 139.19 feet, South 76 degrees 40 minutes 33 seconds East for a distance of 34.22 feet to a point on a line, thence, leaving approximate mean high water line South 04 degrees 30 minutes 18 seconds West for a distance of 60.09 feet to a point on a line, thence South 29 degrees 17 minutes 30 seconds West for a distance of 29.27 feet to a point, thence South 43 degrees 30 minutes 01 seconds West for a distance of 17.20 feet to a point, thence, South 22 degrees 41 minutes 39 seconds West for a distance of 32.68 feet to a point, thence, South 39 degrees 00 minutes 40 seconds West for a distance of 48.63 feet to a point, thence, South 56 degrees 09 minutes 54 seconds West for a distance of 13.54 feet to a point, thence, South 22 degrees 36 minutes 44 seconds West for a distance of 44.29 feet to a point, thence, South 31 degrees 19 minutes 06 seconds West for a distance of 16.94 feet to a point, thence, South 00 degrees 39 minutes 30 seconds West for a distance of 27.45 feet to a point, thence, South 34 degrees 26 minutes 05 seconds East for a distance of 27.42 feet to a point, thence, South 08 degrees 06 minutes 11 seconds West for a distance of 50.86 feet to a point, thence, South 15 degrees 51 minutes 13 seconds East for a distance of 80.53 feet to a point, thence, South 37 degrees 21 minutes 34 seconds East for a distance of 64.52 feet to a point, thence, South 01 degrees 18 minutes 01 seconds West for a distance of 64.03 feet to a point, thence, South 37 degrees 21 minutes 34 seconds East for a distance of 272.21 feet to a point, thence, North 82 degrees 12 minutes 37 seconds East for a distance of 252.77 feet to a point, thence, South 07 degrees 47 minutes 23 seconds East for a distance of 25.00 feet to a point, thence, South 82 degrees 12 minutes 37 seconds West for a distance of 262.31 feet to a point, thence, South 45 degrees 49 minutes 39 seconds West for a distance of 37.13 feet to a point, thence, South 33 degrees 12 minutes 35 seconds West for a distance of 17.91 feet to a point, thence, South 20 degrees 21 minutes 45 seconds East for a distance of 11.15 feet to a point, thence, South 55 degrees 57 minutes 35 seconds West for a distance of 22.39 feet to a point, thence, South 58 degrees 38 minutes 08 seconds West for a distance of 10.05 feet to a point, thence, South 58 degrees 38 minutes 08 seconds West for a distance of 34.11 feet to a point, thence, South 86 degrees 44 minutes 10 seconds West for a distance of 74.63 feet to a point, thence, South 45 degrees 15 minutes 11 seconds West for a distance of 4.31 feet to a point, thence, South 45 degrees 15 minutes 11 seconds West for a distance of 10.08 feet to a point, thence, South 45 degrees 15 minutes 11 seconds West for a distance of 0.86 feet to a point, thence, North 82 degrees 13 minutes 36 seconds West for a distance of 19.64 feet to a point, thence, South 44 degrees 55 minutes 56 seconds West for a distance of 34.40 feet to a point, thence, South 08

degrees 25 minutes 53 seconds East for a distance of 28.28 feet to a point, thence, South 45 degrees 21 minutes 55 seconds East for a distance of 25.64 feet to a point, thence, South 20 degrees 45 minutes 55 seconds East for a distance of 33.85 feet to a point, thence, South 04 degrees 39 minutes 56 seconds West for a distance of 45.87 feet to a point, thence, South 37 degrees 21 minutes 34 seconds East for a distance of 26.91 feet to a point, thence, South 52 degrees 38 minutes 26 seconds West for a distance of 24.25 feet to a point, thence, South 04 degrees 39 minutes 56 seconds West for a distance of 41.20 feet to a point, thence, South 17 degrees 12 minutes 12 seconds West for a distance of 53.90 feet to a point, thence, South 02 degrees 44 minutes 40 seconds East for a distance of 40.17 feet to a point, thence, South 11 degrees 31 minutes 35 seconds East for a distance of 36.94 feet to a point, thence, South 42 degrees 07 minutes 00 seconds East for a distance of 38.07 feet to a point, thence, South 02 degrees 48 minutes 17 seconds East for a distance of 22.58 feet to a point, thence, South 20 degrees 15 minutes 46 seconds West for a distance of 21.71 feet to a point, thence, South 32 degrees 41 minutes 52 seconds West for a distance of 19.14 feet to a point, thence, South 22 degrees 08 minutes 05 seconds West for a distance of 14.97 feet to a point, thence, South 06 degrees 03 minutes 38 seconds West for a distance of 20.33 feet to a point, thence, South 12 degrees 24 minutes 43 seconds West for a distance of 19.36 feet to a point, thence, South 19 degrees 11 minutes 25 seconds East for a distance of 11.49 feet to a point, thence, South 29 degrees 18 minutes 12 seconds West for a distance of 21.46 feet to a point, thence, South 00 degrees 13 minutes 19 seconds West for a distance of 16.35 feet to a point, thence, South 28 degrees 34 minutes 27 seconds West for a distance of 15.13 feet to a point, thence, South 43 degrees 05 minutes 30 seconds West for a distance of 26.53 feet to a point, thence, South 25 degrees 27 minutes 49 seconds West for a distance of 28.15 feet to a point, thence, South 65 degrees 00 minutes 43 seconds West for a distance of 34.46 feet to a point, thence, South 55 degrees 13 minutes 04 seconds West for a distance of 22.59 feet to a point, thence, South 05 degrees 32 minutes 37 seconds West for a distance of 12.13 feet to a point, thence, South 39 degrees 42 minutes 07 seconds West for a distance of 19.78 feet to a point, thence, South 51 degrees 51 minutes 58 seconds West for a distance of 63.88 feet to a point, thence, South 60 degrees 40 minutes 48 seconds West for a distance of 17.33 feet to a point, thence, South 01 degrees 21 minutes 25 seconds West for a distance of 36.49 feet to a point, thence, South 38 degrees 24 minutes 04 seconds West for a distance of 33.13 feet to a point, thence, South 61 degrees 13 minutes 09 seconds West for a distance of 45.12 feet to a point, thence, South 30 degrees 37 minutes 53 seconds West for a distance of 48.34 feet to a point, thence, South 10 degrees 38 minutes 41 seconds East for a distance of 12.21 feet to a point, thence, South 32 degrees 13 minutes 51 seconds West for a distance of 122.38 feet to a point, thence, South 02 degrees 58 minutes 23 seconds East for a distance of 865.74 feet to a point, thence, North 84 degrees 41 minutes 55 seconds West for a distance of 428.15 feet to a point on the eastern right-of-way of Everett Yopp Drive, thence along the said eastern right-of-way of Everett Yopp Drive the following curves, courses and distances: along a curve to the right having an arc length of 109.23 feet and a radius of 1024.78 feet and a chord bearing and chord of South 12 degrees 25 minutes 02 seconds West for a distance of 109.18 feet; South 15 degrees 28 minutes 15 seconds West for a distance of 701.39 feet to the beginning of a curve, along a curve to the right having an arc length of 186.25 feet and a radius of 665.05 feet and a chord bearing and chord of South 23 degrees 29 minutes 35 seconds West for a distance of 185.64 feet, South 31 degrees 31 minutes 01 seconds West for a distance of 298.58 feet, South 10 degrees 45 minutes 48 seconds East for a distance of 1149.59 feet to an existing iron pipe in the northern right-of-way line of N.C. Highway 172, thence along said northern right-of-way line South 79 degrees 14 minutes 12 seconds West for a distance of 60.00 feet to an existing iron pipe in said northern right-of-way line, thence leaving said northern right-of-way line and along western right-of-way line of Everett Yopp Drive the following curves, courses and distances: North 10 degrees 45 minutes 48 seconds West for a distance of 1172.79 feet, North 31 degrees 31 minutes 01 seconds East for a distance of 321.78 feet to the beginning of a curve, along a curve to the left having an arc length of 169.45 feet and a radius of 605.05 feet and a chord bearing and

chord of North 23 degrees 29 minutes 35 seconds East for a distance of 168.90 feet; North 15 degrees 28 minutes 15 seconds East for a distance of 701.39 feet to the beginning of a curve, along a curve to the left having an arc length of 104.65 feet and a radius of 964.78 feet and a chord bearing and chord of North 12 degrees 21 minutes 49 seconds East for a distance of 104.60 feet, North 71 degrees 31 minutes 25 seconds West for a distance of 64.77 feet, North 69 degrees 17 minutes 33 seconds East for a distance of 19.56 feet, North 67 degrees 54 minutes 45 seconds East for a distance of 53.61 feet to the beginning of a curve, along a curve to the left having an arc length of 157.87 feet and a radius of 964.64 feet and a chord bearing and chord of North 01 degrees 42 minutes 54 seconds East for a distance of 157.69 feet, North 02 degrees 58 minutes 23 seconds West for a distance of 154.68 feet to an existing iron rod and place of beginning containing 64.039 acres as determined by Charles Francis Riggs, P.L.S. L-2981 from a compilation of deeds and maps and not from an actual field survey. The courses contained within are correct in angular relationship and are referenced to NAD83(1986)





Doc ID: 009845630003 Type: CRP
 Recorded: 06/22/2012 at 07:36:07 AM
 Fee Amt: \$26.00 Page 1 of 3
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
 BK 3800 PG 167-169

NORTH CAROLINA AMENDMENT TO RESTRICTIVE COVENANTS
 OF EVERETT'S CREEK ESTATES
 ONSLOW COUNTY PHASE I AND PHASE II

THIS AMENDMENT TO RESTRICTIVE COVENANTS, made this 21 day of June, 2012, by PAT YOPP FREEMAN and husband, JOHNNY FREEMAN, CHARLES G. YOPP and wife, WANDA YOPP, BETTY YOPP BERNAT and husband, FRANK E. BERNAT, and EVERETT DOUGLAS YOPP and wife, DELORES YOPP, hereinafter called "Declarants",

WITNESSETH:

THAT WHEREAS, the undersigned Declarants executed and recorded a Declaration of Restrictive and Protective Covenants dated July 16, 1999, and recorded in Book 1588, Page 735, Onslow County Registry, and an Amendment to Restrictive Covenants dated October 31, 2000, recorded in Book 1665, Page 64, Onslow County Registry; and an Amendment to Restrictive Covenants recorded in Book 3074, Pages 771-779, Onslow County Registry; and Amendment to Restrictive Covenants recorded in Book 3558, Pages 495-503, Onslow County Registry; and,

WHEREAS, the undersigned Declarants have agreed to amend and supplement the Declaration of Restrictive and Protective Covenants referred to herein in the following manner.

NOW, THEREFORE, in consideration of the premises and other valuable consideration and pursuant to Paragraph 25 of said Declaration of Restrictive and Protective Covenants, it is agreed as follows:

1. All of the restrictions contained in Declaration of Restrictive and Protective Covenants recorded in Book 1588, Page 735, the Amendment thereto recorded in Book 1665, Page 64, and the Amendment to Restrictive Covenants recorded in Book 3704, Pages 771-779, Onslow County Registry and Amendment to Restrictive Covenants recorded in Book 3558, Pages 495-503, Onslow County Registry, remain in full force and effect and are incorporated herein as if fully set out except as follows:

(a) That Paragraph 6 is hereby deleted and is amended to read as follows: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet of heated area to a one-story dwelling, nor less than 1800 square feet of heated area for a dwelling of more than one story. Home construction must be completed within 8 months from start of construction.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this the 21 day of June, 2012.

Pat Yopp Freeman
or Charles Yopp P.O.A. (SEAL)
 PAT YOPP FREEMAN
Johnny Freeman
or Charles Yopp P.O.A. (SEAL)
 JOHNNY FREEMAN

Wanda Yopp (SEAL)
WANDA YOPP

Charles G. Yopp (SEAL)
CHARLES G. YOPP

Betty Yopp Bernat (SEAL)
BETTY YOPP BERNAT

Frank E. Bernat (SEAL)
FRANK E. BERNAT

Everett Douglas Yopp (SEAL)
EVERETT DOUGLAS YOPP

Delores Yopp (SEAL)
DELORES YOPP

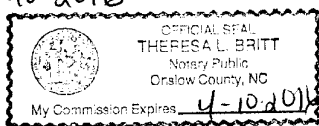
NORTH CAROLINA
ONSLOW COUNTY

I, Theresa L. Britt, a Notary Public of Onslow County, State of North Carolina, do hereby certify that Charles G. Yopp, as Attorney in Fact for Pat Yopp Freeman, Johnny Freeman, Betty Yopp Bernat and Frank E. Bernat, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of Pat Yopp Freeman, Johnny Freeman, Betty Yopp Bernat and Frank E. Bernat and his authority to execute and acknowledge said instrument is contained in an instrument duly executed and recorded in the Office of the Register of Deeds for Onslow County, North Carolina, on the 22 day of June, 2012, and recorded in Book 3800, Page 165, and that this instrument was executed under and by virtue of the authority duly given by said instrument granting him power of attorney; that the said Charles G. Yopp acknowledged the due execution of the foregoing instrument for the purposes therein expressed for an in behalf of the said Pat Yopp Freeman, Johnny Freeman, Betty Yopp Bernat and Frank E. Bernat.

Witness my hand and notarial seal, this the 21 day of June, 2012.

Theresa L. Britt
Notary Public

My Commission expires: 4-10-2016



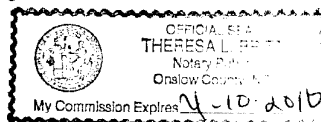
NORTH CAROLINA
ONSLOW COUNTY

I, Theresa L. Britt, a Notary Public in and for said County and State, do hereby certify that Charles G. Yopp and wife, Wanda Yopp, personally appeared before me this 21 day of June, 2012, and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 21 day of June, 2012.

Theresa L. Britt
Notary Public

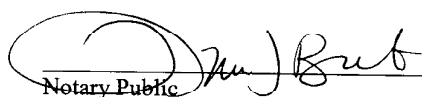
My Commission expires: 4-10-2016



NORTH CAROLINA
ONslow COUNTY

I, Theresa L. Britt a Notary Public in and for said County and State, do
here certify that Everett Douglas Yopp and wife, Delores Yopp, personally appeared before me
this 21 day of June, 2012, and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 21 day of June, 2012.


Notary Public

My Commission expires: 4-10-2016

