
 Doc ID: 007137390007 Type: CRP
 Recorded: 02/13/2009 at 03:56:10 PM
 Fee Amt: \$32.00 Page 1 of 7
 Onslow County NC
 Rebecca L. Pollard Reg. of Deeds
 BK **3181** PG **530-536**

NORTH CAROLINA
 ONSLOW COUNTY

**Declaration of Restrictive and
 Protective Covenants, Conditions
 and Easements for Hill Farms,
 Section I**

Return to:
 Tisdale, McConnell & Bardill, LLP
 Attorneys at Law

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, DACARD, LLC., a North Carolina limited liability company organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in the City of Jacksonville, State of North Carolina, hereinafter called "Developer", is the owner of all that tract of land located in Onslow County, North Carolina, and designated and known as HILL FARMS, SECTION 1, shown on that certain plat recorded in Map Book 57, Page 102, Slide M-936, in the office of the Register of Deeds of Onslow County.

AND WHEREAS, Developer desires to subject said property to the protective covenants hereinafter set forth for the benefit of said property and for each owner thereof, which shall inure to the benefit 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 owners thereof.

AND WHEREAS, Developer prior to selling and conveying the aforesaid lots, 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 Developer and Owners and to comply with certain regulations as may be established from time to time by the State of North Carolina, Onslow County, or any other appropriate municipality, agency or political subdivision.

NOW, THEREFORE, Developer hereby covenants and agrees with all persons, firms, or corporations now owning or hereafter acquiring any of the numbered lots included on said plat, that all of said numbered lots shall be and the 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:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No structures 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 and such other outbuilding 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. An Owner or Occupant residing in a dwelling on a lot may conduct business activities within the dwelling so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the dwelling; (ii) the business activity conforms to all zoning requirements for the lot; (iii) the business activity does not involve regular visitation of the dwelling or lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the subdivision; and (iv) the business activity is consistent with the residential character of the subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the subdivision. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

2 DWELLING, QUALITY AND SIZE: The heated ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1200 square feet for a one story dwelling nor less than 600 square feet on the first floor of a building of more than one story.

3. 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 8 feet to either such line. No garage or other permitted accessory building shall be located nearer than 15 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 setback lines shall not be considered a violation of this covenant.

4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 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 shown do not meet these minimum requirements.

5. NUISANCES: No noxious or offensive activity shall be carried 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.

6. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and where not shown thereon shall be over the rear ten (10) feet of each lot, and five (5) feet 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 change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through 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.

7. 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 bred or maintained for any commercial purposes.

8. 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 the North Carolina State Building Code. Dacard, LLC, will retain architectural control of plans, specifications and color schedules, of homes.

9. ERECTION OF FENCES: No fence shall be erected unless such fence is of an ornamental nature. Brick, split-rail, wrought iron, wooden picket, and wooden privacy fences shall be deemed to be ornamental and meet the requirements of this restriction. 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. No fence shall be erected nearer to any street than the respective building corners.

10. SATELLITE DISHES: No Satellite dishes of any kind shall be allowed or permitted upon any lot in the subdivision over 18" in diameter.

11. 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 sale period.

12. 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 containers. This does not pertain to construction debris while house is under construction. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition.

13. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 4 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 on 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 distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. 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 temporarily or permanently. No trailer, mobile home, camper or like vehicle shall 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 a carport or garage.

15. **STORM WATER RUNOFF PROVISIONS:** The allowable built-upon area per lot (Maximum BUA Per Lot) for each lot subject to these restrictive and protective covenants is as set forth on Attachment A - Hill Farms, inclusive of that portion of the right-of-way between the front lot line and the edge of the pavement, structures, walkways of brick, stone, or slate, but not including wood decking. The covenants pertaining to stormwater regulations may not be changed or deleted without the express written consent of the State of North Carolina, Division of Water Quality. Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons. Lots within CAMA's Area of Environmental Concern may have their permitted built-upon area reduced due to CAMA jurisdiction within the Area of Environmental Concern. Alteration of the drainage as shown on any approved stormwater drainage plan for the property may not take place without the concurrence of the Division of Water Quality. This covenant is intended to insure continued compliance with storm water runoff rules adopted by the Division of Environmental Management, the Department of Natural Resources and Community Development of the State of North Carolina and the benefits afforded hereunder may be enforced by the State of North Carolina or any appropriate department or agency thereof.

16. **DURATION, AMENDMENT AND TERMINATION:** These covenants contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of one (1) year. This Declaration may be amended in full or in part during the first twenty (20) year period by an instrument signed by not less than a majority of the Owners. The Developer has the unilateral right at its sole discretion to amend this Declaration in full or in part until 90% of the lots have been sold. However, no amendment shall be made to Item 15 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 amendment must be recorded in the office of the Register of Deeds of Onslow County, North Carolina.

17. **ENFORCEMENT:** 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 Declarant, its successors and

assigns and the owners of the number 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.

18. 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.

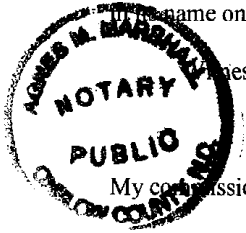
19. The developer reserves the right to subject the real property in this subdivision to a contract with Jones-Onslow EMC for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an additional payment and/or a continuing payment to Jones-Onslow EMC by the owner of each building.

IN WITNESS WHEREOF, DACARD, LLC, has caused this Declaration to be signed in its company name by its Managers this 12th day of February, 2009.

DACARD, LLC
BY: [Signature]
Steven W. Wangerin, Manager
BY: [Signature]
Michael G. Tuton, Manager

NORTH CAROLINA
ON SLOW COUNTY

I, Agnes M. Marshall, a Notary Public of the County and State aforesaid, certify that Steven W. Wangerin personally came before me this day and acknowledged that he is Manager of Dacard, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.



Witness my hand and official seal, this the 12th day of February, 2009.
Agnes M. Marshall
Notary Public

NORTH CAROLINA
ON SLOW COUNTY

I, Agnes M. Marshall, a Notary Public of the County and State aforesaid, certify that Michael G. Tuton personally came before me this day and acknowledged that he is Manager of Dacard, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.



Witness my hand and official seal, this the 12th day of February, 2009.
Agnes M. Marshall
Notary Public

Attachment A - Hill Farms

Maximum BUA per Lot

Lot #	Area (SF)	BUA (SF)
1	22835.88	4598
2	18000.00	3624
3	18000.00	3624
4	19694.71	3965
5	25899.40	5214
6	43120.20	8682
7	26160.35	5267
8	23357.00	4703
9	19500.00	3926
10	16575.00	3337
11	17643.53	3552
12	22930.97	4617
13	18756.35	3776
14	17638.17	3551
15	17341.34	3491
16	15600.00	3141
17	16575.00	3337
18	18896.84	3805
19	20442.85	4116
20	17688.01	3561
21	22264.81	4483
22	26100.86	5255
23	24897.37	5013
24	30952.77	6232
25	43299.73	8718
26	29440.27	5927
27	15851.87	3192
28	15600.00	3141
29	16575.00	3337
30	18034.67	3631
31	19906.22	4008
32	20236.18	4074
33	16399.56	3302
34	16185.00	3259
35	16185.00	3259
36	16185.00	3259
37	16185.00	3259
38	15684.81	3159
39	30949.24	6231
40	34589.19	6964
41	28552.16	5749
42	19378.79	3902
43	16577.76	3338
44	16637.70	3350
45	16697.63	3362

Lot #	Area (SF)	BUA (SF)
46	17745.17	3573
47	19096.87	3845
48	17471.19	3518
49	20423.15	4112
50	22073.16	4444
51	31556.20	6353
52	43266.98	8711
53	27836.09	5604
54	22500.00	4530
55	37136.43	7477
56	26778.11	5391
57	21582.44	4341
58	20201.96	4067
59	23504.80	4732
60	23365.30	4704
61	23459.38	4723
62	19334.85	3893
63	34936.18	7034
64	33354.46	6715
65	44006.04	8860
66	53726.88	10811
67	25053.52	5044
Total	960022.19	193291

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Fee Amt: \$23.00 Page 1 of 4
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3292 PG 756-759

NORTH CAROLINA
ONSWLOW COUNTY

FIRST AMENDMENT TO RESTRICTIVE AND
PROTECTIVE COVENANTS, CONDITIONS AND
EASEMENTS FOR HILL FARMS, SECTION I

Return to: Tisdale, McConnell
& Bardill, LLP

THIS First Amendment to Declaration of Restrictive and Protective Covenants,
Conditions and Easements for Hill Farms, Section I, made this the 9th day of September,
2009, by DACARD, LLC, hereinafter referred to as "Developer".

W I T N E S S E T H :

WHEREAS, the Developer has heretofore caused to be recorded a Declaration of
Restrictive and Protective Covenants, Conditions and Easements for Hill Farms, Section I, in
Deed Book 3181, Page 530, Onslow County Registry ("the Declaration"); and

WHEREAS, the Declaration as above recorded and originally published expressly
provided that the Developer shall have the right without the consent or approval of any other
Owner to amend the Declaration in full or in part until ninety percent (90%) of the lots have
been sold; and

WHEREAS, the Developer desires to amend the Declaration to include provisions for a
homeowners association with all of the rights and responsibilities appurtenant thereto.

NOW, THEREFORE, in consideration of the premises and in accordance with the provisions of Paragraph 16 regarding amendment of the Declaration, the undersigned Developer hereby amends the Declaration by adding the following provisions:

20. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS: The Developer has caused to be created "Hill Farms Homeowners Association, Inc.", a non-profit corporation, ("the Association") to which the Developer has transferred the responsibility for storm water and erosion control (to include the transfer to the Association of the permit issued by the State of North Carolina, Division of Water Quality), the responsibility for maintenance of any entrance signs to the subdivision, and the responsibility for maintenance of the roads within the subdivision until such time, if any, as the responsibility for road maintenance is assumed by the North Carolina Department of Transportation. Every owner of a lot which is subject to this Declaration shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be severed from ownership of any lot and shall pass automatically to an owner's successor in title to the lot. The Association shall have two class of voting membership: Class A, which shall be all lot owners with the exception of the Developer, who shall be entitled to one vote per lot, and Class B, which shall be the Developer and shall be entitled to ten (10) votes for each lot owned. Class B membership shall cease and be converted to Class A membership at such time as ninety percent (90%) of the lots have been sold by the Developer, or at an earlier time if in its sole and absolute discretion the Developer so determines.

21. ASSESSMENTS: No annual assessment shall initially be due, however the Association may levy an annual assessment and/or a special assessment, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting called for this purpose. The assessments levied by the Association shall be used exclusively for storm water and erosion control, repair and

maintenance of the entrance signs and road maintenance until such time, if any, that the responsibility for road maintenance is assumed by the North Carolina Department of Transportation. Each owner of a lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association any and all such annual and/or special assessments which, together with interest thereon and the costs of collection thereof as hereinafter set forth, shall be a continuing charge upon the lot. Any assessments that are not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the maximum rate allowed by law, together with such late fees as may be set by the Board of Directors of the Association. The Association may bring an action at law against the owner of the lot personally obligated to pay any assessments and interest, or the Association may foreclose or claim a lien on the lot in the manner prescribed by the laws of the State of North Carolina. Costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage. The sale or transfer of any lot shall have no effect on the assessment lien.

IN WITNESS WHEREOF the undersigned Developer has caused this instrument to be signed by its Managers on the day and year first above written.

DACARD, LLC

By: 
STEVEN W. WANGERIN, Manager

By: 
MICHAEL G. TUTON, Manager

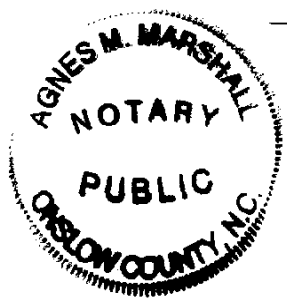
NORTH CAROLINA
ONslow COUNTY

I, Agnes M. Marshall, a Notary Public in and for the County and State aforesaid, do hereby certify that STEVEN W. WANGERIN, Manager of DACARD, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

WITNESS my hand and notarial seal, this the 9th day of September, 2009.

Agnes M. Marshall
Notary Public

My Commission Expires:
Sept 6, 2011



NORTH CAROLINA
ONslow COUNTY

I, Agnes M. Marshall, a Notary Public in and for the County and State aforesaid, do hereby certify that MICHAEL G. TUTON, Manager of DACARD, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

WITNESS my hand and notarial seal, this the 10th day of September, 2009.

Agnes M. Marshall
Notary Public

My Commission Expires:
Sept 6, 2011



1700
Frank



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Recorded: 04/15/2010 at 12:38:24 PM
Fee Amt: \$17.00 Page 1 of 2
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds

BK 3387 PG 967-968

PREPARED BY TISDALE, McCONNELL & BARDILL, LLP, ATTORNEYS AT LAW

NORTH CAROLINA
ONSLow COUNTY

SECOND AMENDMENT TO RESTRICTIVE AND
PROTECTIVE COVENANTS, CONDITIONS AND
EASEMENTS FOR HILL FARMS, SECTION II
AND HILL FARMS, SECTION III

THIS Second Amendment to Declaration of Restrictive and Protective Covenants,
Conditions and Easements for Hill Farms, Section II and Hill Farms, Section III, made this the
13th day of April, 2010, by DACARD, LLC, hereinafter referred to as "Developer".

W I T N E S S E T H :

WHEREAS, the Developer has heretofore caused to be recorded a Declaration of
Restrictive and Protective Covenants, Conditions and Easements for Hill Farms, Section I, in
Deed Book 3181, Page 530, Onslow County Registry (the "Declaration"); and

WHEREAS, the Developer has heretofore caused to be recorded a First Amendment to
the Declaration in Deed Book 3292, Page 756, Onslow County Registry; and

WHEREAS, the Developer has heretofore caused to be recorded a plat map entitled
"Hill Farms, Section II" in Map Book 59, Page 109, Onslow County Registry, and a plat map
entitled "Hill Farms, Section III" in Map Book 59, page 191, Onslow County Registry; and

WHEREAS, the Developer desires to subject the lots in the said Hill Farms, Section II,
and Hill Farms, Section III, to all of the terms and conditions of the Declaration and the First
Amendment.

NOW, THEREFORE, in consideration of the premises and in accordance with the
provisions of Paragraph 16 of the Declaration, the undersigned Developer hereby covenants
and agrees with all persons, firms, or corporations now owning or hereafter acquiring lots in
Hill Farms, Section II, as set forth in Map Book 59, Page 109, Onslow County Registry, and lots
in Hill Farms, Section III, as set forth in Map Book 59, page 191, Onslow County Registry, that
they shall be and the same now are subject to the restrictions set forth in the Declaration and in

the First Amendment to the Declaration as to the use thereof, running with said land by whomsoever owned.

IN WITNESS WHEREOF the undersigned Developer has caused this instrument to be signed by its Managers on the day and year first above written.

DACARD, LLC

By: *Steven W. Wangerin*
STEVEN W. WANGERIN, Manager

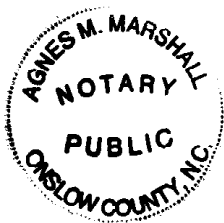
By: *Michael G. Tuton*
MICHAEL G. TUTON, Manager

NORTH CAROLINA
ONslow COUNTY

I, Agnes M. Marshall, a Notary Public in and for the County and State aforesaid, do hereby certify that STEVEN W. WANGERIN, Manager of DACARD, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

WITNESS my hand and notarial seal, this the 13th day of April, 2010.

My Commission Expires:
Sept 6, 2011



Agnes M. Marshall
Notary Public

NORTH CAROLINA
ONslow COUNTY

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that MICHAEL G. TUTON, Manager of DACARD, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

WITNESS my hand and notarial seal, this the _____ day of April, 2010.

My Commission Expires:

Notary Public



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Fee Amt: \$17.00 Page 1 of 2
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds

BK **3485** PG **419-420**

PREPARED BY TISDALE, McCONNELL & BARDILL, LLP, ATTORNEYS AT LAW

NORTH CAROLINA
ONSWLOW COUNTY

Frank W. Erwin R16491

THIRD AMENDMENT TO RESTRICTIVE AND
PROTECTIVE COVENANTS, CONDITIONS AND
EASEMENTS FOR HILL FARMS, SECTION IV

THIS Third Amendment to Declaration of Restrictive and Protective Covenants, Conditions and Easements for Hill Farms, Section IV, made this the 6 day of October, 2010, by DACARD, LLC, hereinafter referred to as "Developer".

W I T N E S S E T H :

WHEREAS, the Developer has heretofore caused to be recorded a Declaration of Restrictive and Protective Covenants, Conditions and Easements for Hill Farms, Section I, in Deed Book 3181, Page 530, Onslow County Registry (the "Declaration"); and

WHEREAS, the Developer has heretofore caused to be recorded a First Amendment to the Declaration in Deed Book 3292, Page 756, Onslow County Registry; and

WHEREAS, the Developer has heretofore caused to be recorded a Second Amendment to the Declaration in Deed Book 3387, Page 967 and re-recorded in Deed Book 3390, page 193, Onslow County Registry; and

WHEREAS, the Developer has heretofore caused to be recorded a plat map entitled "Hill Farms, Section IV" in Map Book 60, Page 190, Onslow County Registry; and

WHEREAS, the Developer desires to subject the lots in the said Hill Farms, Section IV to all of the terms and conditions of the Declaration and the First Amendment.

NOW, THEREFORE, in consideration of the premises and in accordance with the provisions of Paragraph 16 of the Declaration, the undersigned Developer hereby covenants and agrees with all persons, firms, or corporations now owning or hereafter acquiring lots in Hill Farms, Section IV, as set forth in Map Book 60, Page 190, Onslow County Registry, that they shall be and the same now are subject to the restrictions set forth in the Declaration and in the

First Amendment to the Declaration as to the use thereof, running with said land by whomsoever owned.

IN WITNESS WHEREOF the undersigned Developer has caused this instrument to be signed by its Managers on the day and year first above written.

DACARD, LLC

By: *Steven W. Wangerin*
STEVEN W. WANGERIN, Manager

By: *Michael G. Tuton*
MICHAEL G. TUTON, Manager

NORTH CAROLINA
ONSLOW COUNTY

I, Agnes M. Marshall, a Notary Public in and for the County and State aforesaid, do hereby certify that STEVEN W. WANGERIN, Manager of DACARD, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

WITNESS my hand and notarial seal, this the 7th day of October, 2010.

My Commission Expires:
Sept 6, 2011



Agnes M. Marshall
Notary Public

NORTH CAROLINA
ONSLOW COUNTY

I, Laura Wine Kepes, a Notary Public in and for the County and State aforesaid, do hereby certify that MICHAEL G. TUTON, Manager of DACARD, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

WITNESS my hand and notarial seal, this the _____ day of October, 2010.

My Commission Expires:
9-10-15



Laura Wine Kepes
Notary Public