

BOOK 819 PAGE 239

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Prepared by: ERWIN & ERWIN, ATTORNEYS
P.O. Box 7206
Jacksonville, North Carolina 28540

NORTH CAROLINA

RESTRICTIVE COVENANTS
(SINGLE FAMILY)

ONSLow COUNTY

AUTUMN CHASE SECTION II

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 12 day of February, 1987, by VIKING ENTERPRISES, INC., a corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called "Declarants,"

WITNESSETH:

THAT WHEREAS, the Declarants are the owners of the real property described in Paragraph 1 of this Declaration and are desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall 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 1 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 that property as shown on Exhibit A, attached hereto and incorporated herein by reference as if fully set forth.

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 residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of

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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. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales purposes.

4. 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 which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

5. 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 850 square feet for a one-story dwelling nor less than 500 square feet for a dwelling of more than one story.

6. BUILDING LOCATION: No building shall be located on any corner lot nearer to the front line or any side street line than as shown on the recorded plat. No building shall be located with respect to interior side lot lines so as to be nearer than as shown on the recorded plat. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat. No dwelling shall be located nearer than 10 feet to the rear lot line, and no garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps, open porches, and carports shall not be considered as a 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.

7. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the front minimum set back 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 as shown do not meet these requirements.

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 exceed 10% of the total area of a given lot.

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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.

10. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten 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 a drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The grantor reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage or other utilities including water and sewer services.

11. **WEEDS, ETC.:** Declarant, 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.

12. **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.

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

14. **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.

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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. The Declarant reserves the right for itself, its successors and assigns, to contract for garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same, so long as public garbage services are not available.

16. SIGHT DISTANCE AT INTERSECTIONS: No fence, 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 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 intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. TEMPORARY/MODULAR 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 on the property at any time, or any other structure which is finished or partially finished at a manufacturing unit or plant and transported for quick assembly or which is designed to be disassembled and relocated shall be allowed. It is specifically the intention and purpose of this covenant to prohibit the location of mobile homes, trailers, modular houses, relocatable houses, or similar type structures on the property.

18. DRAINAGE: All driveways shall have drainage tile in the street ditches installed and sized in accordance with the N.C. State Highway Commission recommendations.

19. MAILBOXES: All mailboxes shall retain the same style, design, color and location of the mailbox as originally provided at construction of any residence. The Declarant reserves the right to approve the style, design, color and location prior to any original installation or replacement. Application shall be made to Declarant prior to installation or replacement. By accepting a deed to any subject property, owner gives the Declarant the right to remove any nonapproved mailbox in a reasonable manner; all costs for same shall be paid by owner, and all damages against Declarant are waived.

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20. ARCHITECTURAL CONTROL COMMITTEE: Until such time as the sale of the last numbered lot in the subject property is evidenced by the recordation of a deed therefore, all rights, privileges, powers and authority granted herein to the initial ARCHITECTURAL CONTROL COMMITTEE, to whom the specific power to act hereunder is expressly conveyed, shall be exercised Declarant, its successors or assigns. In the event of the dissolution of Declarant or the failure of Declarant, to specifically assign the rights, privileges, powers and authority hereunder prior to the sale of the last numbered lot in the subdivision known as the subject property on the second Monday in January of each calendar year, after notice to each of them by registered mail, as the owners of each lot may elect, at a regular meeting where a quorum is present, by a majority vote of those present and constituting a quorum, an Architectural Control Committee, which said committee shall serve until the next anniversary date of these restrictions. A quorum for any regular or special meeting of individual lot owners shall be the owners of at least fifty percent of the lots in the subdivision known as the subject property. At any time thereafter the said individual owners of record in a special meeting called by any six of them, after notice by registered mail to all of the other said lot owners of record, may elect a New Architectural Control Committee, fill any vacancies on the Architectural Control Committee, or remove the members of the existing Architectural Control Committee.

Any requirement for registered mail service shall be complied with by personal delivery to the occupant of a respective owner's lot.

21. 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 these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten years.

22. 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.

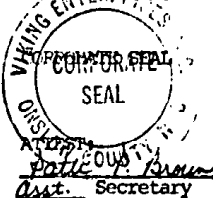
23. MODIFICATION OF RESTRICTIVE COVENANTS: These restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof during the first twenty (20)

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year period by written document executed by the Declarants or their successors in title and by the owner of not less than ninety percent (90%) 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 ninety (90%) percent or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone. After the expiration of the initial twenty (20) year period, these restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by not less than seventy-five percent (75%) of the Lot Owners, and recorded in the office of the Register of Deeds of Onslow County, North Carolina.

24. 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 parties hereunto have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.



VIKING ENTERPRISES, INC.

By: Michael G. Tipton
PresidentPatricia F. Brown
Asst. Secretary

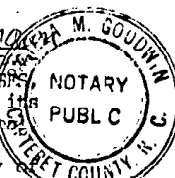
NORTH CAROLINA

ONSWLOW COUNTY

I, a Notary Public, do hereby certify that Patricia F. Brown personally appeared before me this day and acknowledged that she is Asst. Secretary of VIKING ENTERPRISES, INC., a corporation, the foregoing instrument was signed in its name by its Michael G. Tipton President, sealed with its corporate seal and attested by her self as its Asst. Secretary.

Witness my hand and notarial seal, this 12th day of February, 1987.

Pamela M. Goodwin (Meadows)
Notary Public



My commission expires:

8-1-89
SF RC EE 786
Autumn Chase
(14)

NORTH CAROLINA, ONSLOW COUNTY.

The foregoing certificate of Pamela M. Goodwin (Meadows) is/are certified to be correct. This instrument was presented for registration and recorded in this office in Book: 819, Page: 239. This 13th day of Feb., 19 87 at 10:21 o'clock A. M.

Mildred M. Thomas
Mildred M. Thomas, Register of Deeds.

AUTUMN CHASE SECTION II EXHIBIT "A" BOOK 819 PAGE 245

BEGINNING at a point, said point being the Southeasternmost corner of Lot 7 as shown on a map entitled "Final Plat, Section I, Autumn Chase of Hunters Creek", as recorded in Map Book 24 Page, 118 of the Onslow County Registry; thence from the above described point of beginning and with the Eastern line of Lot 7 and crossing proposed Idlebrook Circle, North 28 degrees 00 minutes West 180.0 feet to a point on the Northern right-of-way line of proposed Idlebrook Circle (50 foot right-of-way); thence with said right-of-way line, South 62 degrees 00 minutes West 13.0 feet to a point, said point being the Southeasternmost corner of Lot 18 as shown on the aforementioned map; thence along and with the rear lines of Lot 14 through 18 as shown on the aforementioned map, North 28 degrees 00 minutes West 139.0 feet to a point; thence North 30 degrees 00 minutes West 161.7 feet to a point; thence North 44 degrees 00 minutes West 176.0 feet to a point, said point being the Northernmost corner of Lot 14 as shown on the aforementioned map; thence leaving said line, North 10 degrees 10 minutes West 288.38 feet to a point; thence South 86 degrees 40 minutes East 278.79 feet to a point; thence North 82 degrees 00 minutes East 29.0 feet to a point; thence South 21 degrees 50 minutes East 104.56 feet to a point; thence South 37 degrees 25 minutes East 362.25 feet to a point; thence South 28 degrees 1 minutes 30 seconds East 128.10 feet to a point on the Northernmost right-of-way line of proposed Idlebrook Circle; thence along the arc of a curve having a radius of 1025.0 feet and curving to the right, 3.95 feet to a point; thence crossing proposed Idlebrook Circle and beyond, South 27 degrees 46 minutes 45 seconds East 179.99 feet to point, said point being on the Northern line of Lot 39 as shown on a map entitled "Final Plat Section IV, Foxcroft of Hunters Creek" as recorded in Map Book 23, Page 147 of the Onslow County Registry; thence with the Northern lines of Lots 39 through 42, South 62 degrees 00 minutes West 338.26 feet to the point and place of beginning. Containing 6.5 acres and being a portion of that property described in Deed Book 682, Page 418 of the Onslow County Registry. The above description being prepared by James E. Stewart and Associates, Inc., on January 22, 1987 from computed and recorded information and not by actual survey. All courses are correct in their angular relationship to N.C. Grid North.

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Autumn/CHM 2 SEZ 3+4

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NORTH CAROLINA

RESTRICTIVE COVENANTS
(SINGLE FAMILY)

'87 JUL 22 AM 11 11

ONSLow COUNTY

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 22 day of July, 1987, by VIKING ENTERPRISES, INC., a corporation organized and existing under and by virtue of the laws of the State of North Carolina, 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 1 of this Declaration and are desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall 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 1 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 that property as shown on Exhibit A attached hereto and incorporated herein by reference as if fully set forth.

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 residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same

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are constructed in line with general architectural design and construction standards used as the dwelling itself. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales purposes.

4. 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 which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

5. 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 850 square feet for a one-story dwelling nor less than 500 square feet for a dwelling of more than one story.

6. BUILDING LOCATION: No building shall be located on any corner lot nearer to the front line or any side street line than as shown on the recorded plat. No building shall be located with respect to interior side lot lines so as to be nearer than as shown on the recorded plat. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat. No dwelling shall be located nearer than 10 feet to the rear lot line, and no garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps, open porches, and carports shall not be considered as a 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.

7. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the front minimum set back 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 as shown do not meet these requirements.

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 exceed 10% of the total area of a given lot; and further provided that one lot may be combined with another lot or lots or a portion thereof to create a larger lot, in which case these Restrictive

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Covenants shall be construed to apply to the larger lot so created.

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.

10. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten 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 a drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The grantor reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage or other utilities including water and sewer services.

11. WEEDS, ABANDONED CARS, BOATS, STORAGE, TRAVEL TRAILERS ETC.: Declarant, 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. No truck, (except pick up trucks or small vans) automobile or other vehicle without current inspection sticker, camper trailer, or bus shall be parked overnight on any lot except in an enclosed garage. A pleasure boat on its trailer may be parked and wood, bicycles, motorcycles, or other items may be stored only on that part of any lot away from the street lying beyond the front line of the house so that it is not viewable from any street. Clotheslines shall be not more than six (6) feet in height from the ground and shall not be viewable from the street, or shall be surrounded by a privacy fence approved by the architectural control committee.

12. 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.

13. FECTION OF FENCES: No fences over four (4) feet in height shall be constructed on any lot. No fence shall be

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erected between the front of any building and the street right of way unless such fence shall be of an ornamental nature. Brick and split-rail fences shall be deemed to meet the requirements of this restriction. Any portion of any fence which can be viewed from the street right of way shall be of an ornamental nature.

14. 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.

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. The Declarant reserves the right for itself, its successors and assigns, to contract for garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same, so long as public garbage services are not available.

16. SIGHT DISTANCE AT INTERSECTIONS: No fence, 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 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 intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. TEMPORARY/MODULAR 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 on the property at any time, or any other structure which is finished or partially finished at a manufacturing unit or plant and transported for quick assembly or which is designed to be disassembled and relocated shall be allowed. It is specifically the intention and purpose of this covenant to prohibit the location of mobile homes, trailers, modular houses, relocatable houses, or similar type structures on the property.

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18. MAILBOXES: All mailboxes shall retain the name, style, design, color and location of the mailbox as originally provided at construction of any residence. The Declarant reserves the right to approve the style, design, color and location prior to any original installation or replacement. Application shall be made to Declarant prior to installation or replacement. By accepting a deed to any subject property, owner gives the Declarant the right to remove any nonapproved mailbox in a reasonable manner; all costs for same shall be paid by owner, and all damages against Declarant are waived.

19. ARCHITECTURAL CONTROL COMMITTEE: Until such time as the sale of the last numbered lot in the subject property is evidenced by the recordation of a deed therefore, all rights, privileges, powers and authority granted herein to the initial ARCHITECTURAL CONTROL COMMITTEE, to whom the specific power to act hereunder is expressly conveyed, shall be exercised by Declarant, its successors or assigns. In the event of the dissolution of Declarant or the failure of Declarant, to specifically assign the rights, privileges, powers and authority hereunder prior to the sale of the last numbered lot in the subdivision known as the subject property on the second Monday in January of each calendar year, after notice to each of them by registered mail, as the owners of each lot may elect, at a regular meeting where a quorum is present, by a majority vote of those present and constituting a quorum, an Architectural Control Committee, which said committee shall serve until the next anniversary date of these restrictions. A quorum for any regular or special meeting of individual lot owners shall be the owners of at least fifty percent of the lots in the subdivision known as the subject property. At any time thereafter the said individual owners of record in a special meeting called by any six of them, after notice by registered mail to all of the other said lot owners of record, may elect a New Architectural Control Committee, fill any vacancies on the Architectural Control Committee, or remove the members of the existing Architectural Control Committee.

Any requirement for registered mail service shall be complied with by personal delivery to the occupant of a respective owner's lot.

20. 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 these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten years.

21. 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

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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.

22. MODIFICATION OF RESTRICTIVE COVENANTS: These restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof during the first twenty (20) year period by written document executed by the Declarants or their successors in title and by the owner of not less than ninety percent (90%) 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 ninety (90%) percent or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone. After the expiration of the initial twenty (20) year period, these restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by not less than seventy-five percent (75%) of the Lot Owners, and recorded in the office of the Register of Deeds of Onslow County, North Carolina.

23. 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 undersigned have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in its corporate name by its President, attested to by its Secretary, its common corporate seal affixed hereto, all as the act and deed of the said corporation and by authority of its Board of Directors duly and legally given this day and year first above written.

VIKING ENTERPRISES, INC.

CORPORATE
SEALBy: Michael C. Tuttle
Vice President

ATTEST:

[Signature]
Secretary

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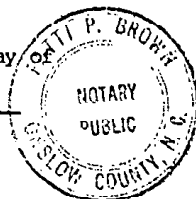
NORTH CAROLINA

ONSLOW COUNTY

I, a Notary Public, do hereby certify that Frank W. Erwin personally appeared before me this day and acknowledged that he is Secretary of VIKING ENTERPRISES, INC., a corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by him self as its Secretary.

Witness my hand and notarial seal, this 22nd day of July, 1977.

Patti P. Brown
Notary Public



My commission expires:

6-3-90

SF RC EE 787

(2)

NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of

Patti P. Brown

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 842 Page 847 This 22nd day of JULY

19 77 A.D. at 11:10 o'clock A. M.

Michael M. Thomas
Register of Deeds, ONSLOW County

By

Register of Deeds

BOOK 842 PAGE 854
James E. Stewart and Associates, Inc.

CONSULTING ENGINEERS—LAND SURVEYORS

LAND DESCRIPTION

May 29, 1987

306 NEW BRIDGE STREET
 P. O. DRAWER 976
 JACKSONVILLE, NORTH CAROLINA 28541-0976
 919-455-2414

Viking Enterprises, Inc.

Autumn Chase, Section III

White Oak Township, Onslow County, North Carolina

BEGINNING at a point, said point being the Southeasternmost corner of Lot 12 Block A of a map entitled, "Final Plat, Section II Autumn Chase of Hunters Creek," as recorded in Map Book 24, Page 152 of the Onslow County Registry; THENCE from the above described point of beginning and with the Easternmost property line of Lot 12, North 27 degrees 46 minutes 45 seconds West 129.99 feet to a point on the curved Southernmost right-of-way line of Proposed Idlebrook Circle, thence crossing Idlebrook Circle, North 27 degrees 46 minutes 45 seconds West 50.00 feet to a point on the curved Northernmost right-of-way line of Proposed Idlebrook Circle; thence with said right-of-way line and along the arc of a curve having a radius 1025.00 feet and curving to the left, 3.95 feet to the point of curvature of said curve; thence leaving said right-of-way line and with the Easternmost line of Lot 36 Block B as shown on said map, North 28 degrees 11 minutes 30 seconds West 128.10 feet to a point, the Northernmost corner of Lot 36 Block B; thence leaving said line, North 65 degrees 30 minutes East 253.73 feet to a point; thence North 01 degrees 51 minutes 50 seconds West 99.50 feet to a point; thence South 84 degrees 00 minutes East 167.98 feet to a point on the curved Westernmost right-of-way line of Proposed Idlebrook Circle; thence with said right-of-way line and along the arc of a curve having a radius of 275.00 feet and curving to the left, 20.40 feet to a point; thence crossing Proposed Idlebrook Circle and beyond, South 88 degrees 15 minutes East 259.04 feet to a point in the approximate centerline of Motts Creek; thence with a traverse of the meanders of said creek (the run of said creek being the actual property line), South 01 degrees 58 minutes 15 seconds East 70.01 feet to a point; thence South 38 degrees 12 minutes 50 seconds West 168.28 feet to a point; thence South 07 degrees 57 minutes 40 seconds West 102.87 feet to a point; thence South 06 degrees 58 minutes

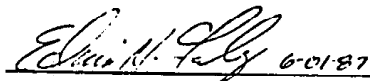
BOOK 842 PAGE 855

Land Description

Autumn Chase, Section III

Page 2

05 seconds West 41.83 feet to a point; the Northeasternmost corner of Lot 36 as show on a map entitled "Final Plat. of Section III Foxcroft of Hunters Creek," as recorded in Map Book 23, Page 123 of the Onslow County Registry; thence leaving said creek and with the rear lot lines of Lots 36, 37, 38 and a portion of Lot 39, South 72 degrees 09 minutes 35 seconds West 405.60 feet to the point and place of beginning. Containing 4.4 \pm acres and being the Proposed Section III, Autumn Chase of Hunters Creek. The above description being prepared by James E. Stewart and Associates, Inc. on May 29, 1987 from recorded and computed information and not by actual survey.



Edwin N. Foley, R.L.S., L-2884



ENF/slr

5-28-87

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*James E. Stewart and Associates, Inc.*CONSULTING ENGINEERS—LAND SURVEYORS
LAND DESCRIPTION

May 29, 1987

306 NEW BRIDGE STREET
P. O. DRAWER 976
JACKSONVILLE, NORTH CAROLINA 28541-0976
919-455-2414

Viking Enterprises, Inc.

Proposed Autumn Chase, Section IV

White Oak Township, Onslow County, North Carolina

BEGINNING at a point, said point being the Northernmost corner of Lot 36, Block B and the Southeasternmost corner of Lot 34, Block B of a map entitled, "Final Plat, Section II Autumn Chase of Hunters Creek" as recorded in Map Book 24, Page 152 of the Onslow County Registry;

THENCE from the above described point of beginning and along the rear property lines of Lots 34 through 29 of Block B, North 37 degrees 25 minutes West 362.25 feet to a point; thence North 21 degrees 50 minutes West 104.56 feet to a point, the Northeasternmost corner of Lot 29; thence leaving the boundary of "Section II Autumn Chase of Hunters Creek", North 82 degrees 00 minutes East 37.29 feet to a point; thence North 03 degrees 20 minutes East 131.97 feet to a point on the proposed Southernmost right-of-way line of Idlebrook Circle (50 foot right-of-way); thence with said right-of-way line, North 86 degrees 40 minutes West 11.32 feet to a point; thence crossing said right-of-way and beyond, North 03 degrees 20 minutes East 196.66 feet to a point; thence South 85 degrees 36 minutes 40 seconds East 579.10 feet to a point; thence North 04 degrees 23 minutes 20 seconds East 250.00 feet to a point in the approximate centerline of Motts Creek; thence with a traverse of the meanders of said creek (the run of said creek being the actual property line), South 79 degrees 33 minutes 25 seconds East 38.92 feet to a point; thence South 20 degrees 39 minutes 55 seconds East 246.50 feet to a point; thence South 24 degrees 56 minutes 10 seconds East 174.86 feet to a point; thence South 22 degrees 18 minutes 05 seconds East 142.75 feet to a point; thence South 01 degrees 58 minutes 15 seconds East 158.45 feet to a point; thence leaving said creek and crossing proposed Idlebrook Circle, North 88 degrees 15 minutes West 259.04 feet to a point on the curved Westernmost right-of-way line of Idlebrook Circle; thence with said right-of-way line and along the arc of a curve having a

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Land Description

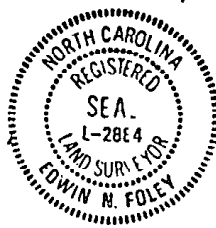
Autumn Chase, Section IV

Page 2

radius of 275.00 feet and curving to the right, 20.40 feet to a point; thence leaving said right-of-way line, North 84 degrees 00 minutes West 167.98 feet to a point; thence South 01 degrees 51 minutes 50 seconds East 99.50 feet to a point; thence South 65 degrees 30 minutes West 253.73 feet to the point and place of beginning. Containing 10.9 \pm acres and being the Proposed Section IV, Autumn Chase of Hunters Creek. This above description being prepared by James E. Stewart and Associates, Inc. on May 29, 1987 from recorded and computed information and not by actual survey.



Edwin N. Foley, R.L.S., L-2884



ALC/djd

May 29, 1987

E48

BOOK 962 PAGE 451

NORTH CAROLINA

RESTRICTIVE COVENANTS
(SF/WOA)

ONslow COUNTY

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made the 21st day of MAY, 1990, by VIKING HOMES, INC., a corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called "Declarant."

W I T N E S S E T H:

THAT WHEREAS, the Declarant is the owner of the real property described in Paragraph 1 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, Declarant hereby declares that the real property in and referred to in Paragraph 1 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 those numbered lots as shown on that plat entitled, "Section V Autumn Chase of Hunters Creek", and recorded in Map Book 27, Page 20, Onslow County Registry.

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 Declarant for a street or roadway.

3. GENERAL RESTRICTIONS:

Section 1. Residential Use: No structure shall be erected, altered, placed or permitted to remain on any Lot other than a single, one family dwelling not to exceed three stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, provided that the same are constructed in line with general architectural design and construction standards used as the dwelling itself. Each dwelling shall contain a minimum of 850 heated square feet,

ERWIN & ERWIN
ATTORNEYS AT LAW
SUITE 104 GUN BRANCH SQUARE
825 GUN BRANCH ROAD
P.O. BOX 7206
JACKSONVILLE, NC 28540

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and if two-story, the first floor shall contain a minimum of 500 square feet. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales/rental purposes.

Section 2. Prohibited Structure: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporary or permanently. No trailer, mobile home, camper or like vehicle shall be allowed on the property at any time, or any other structure which is finished or partially finished at a manufacturing unit or plant and transported for quick assembly or which is designed to be disassembled and relocated shall be allowed. It is specifically the intention and purpose of this covenant to prohibit the location of mobile homes, trailers, modular houses, relocatable houses, or similar type structures on the property. This covenant shall not be construed as prohibiting the use of such a structure as a sales/rental model, office or construction site facility.

Section 3. Building Location: No building shall be located on any corner lot nearer to the front line or any side street line than as shown on the recorded plat. No building shall be located with respect to interior side lot lines so as to be nearer than as shown on the recorded plat. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat. No dwelling shall be located nearer than ten (10) feet to the rear lot line, and no garage or other permitted accessory building shall be located nearer than ten (10) feet to the rear lot line. For the purpose of this covenant, eaves, steps, open porches, and carports shall not be considered as a 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 ten percent (10%) 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.

Section 4. Nuisances: No noxious, offensive, or illegal activity shall be carried on or conducted upon any lot nor shall anything be done on any lot that shall be or become an unreasonable 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, 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 may contract for, and assess to owner, any maintenance necessary to enforce his covenant.

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Section 5. Animals: No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that household pets may be kept provided that said pet shall not exceed 50 pounds in weight and are not kept for breeding or commercial purposes. Any such household pet shall not be allowed off the lot of the Owner of said pet unless said pet is attended and on a leash. Owners shall be solely and absolutely liable for the acts of any pet kept on their lot.

Section 6. 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 burned or disposed of on any lot and shall be kept in sanitary containers approved by the Architectural Committee. All equipment for the storage prior to disposal of such material shall be kept in a clean and sanitary condition. The placement of containers shall be approved by the Architectural Committee and, in any event, shall be kept in an enclosed area not subject to view from any person, from any direction. The Declarant reserves the right for itself, its successors and assigns, to contract for garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same.

Section 7. Exterior Lights: All light bulbs or other lights installed in any fixture located on the exterior of any dwelling, building or other structure located on any lot shall be clear or white lights or bulbs. No mercury vapor or similar wide area lighting similar to street lights shall be allowed without prior Architectural Committee approval.

Section 8. Sight Distance at Intersections: No fence, 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 on any lot within ten (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 intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 9. Mailboxes: All mailboxes shall retain the same style, design, color and location of the mailbox as originally provided at construction of any residence. The Architectural Committee reserves the right to approve the style, design, color and location prior to any original installation or replacement. Application shall be made to the Architectural Committee prior to installation or replacement. By accepting a deed to any subject property, owner gives the Architectural Committee the right to

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remove any nonapproved mailbox in a reasonable manner; all costs for same shall be paid by owner, and all damages against the Architectural Committee are waived.

Section 10. Signs: No sign, billboard, or other advertising of any kind, including without limitation professionally prepared "for sale" and "for rent" signs, shall be placed or erected on any lot, right of way or Common Area save and except a professionally prepared "for sale" or "for rent" sign not to exceed six (6) square feet in size. Although approval by the Architectural Committee is not required prior to the display of such signs, the Architectural Committee may itself remove, have removed, or require the removal of any such sign which in its opinion would not otherwise be allowed under paragraph 6 of this Declaration. A valid easement shall exist on any lot for such removal by the Architectural Committee or its agents. Provided, however, nothing shall prohibit or limit in any manner "construction" signs designating the job site and builder which may be placed upon a lot during the period of the construction of a residential dwelling on the lot but must be immediately removed upon final completion of such construction. Notwithstanding the above, any additions to the Project Property in the Development area may be further limited in regard to signs, billboards or advertising as set out in any Supplemental Declaration. Nothing herein shall prohibit any sign erected by the Declarant or its assigns.

Section 11. Antennae: There shall be no exterior antennae of any kind for receiving and/or sending of T.V., radio or other signals unless same have first been approved by the Architectural Committee.

Section 12. Driveways/Parking: All driveways constructed on any lot shall be paved with either asphalt or concrete. An Owner shall provide a minimum of one (1) paved off-street parking space(s), excluding garage space(s) and shall provide at least one per automobile or other vehicle owned and regularly used at the lot. On street parking is prohibited except for temporary, short gatherings.

Section 13. 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 exceed ten percent (10%) of the total area of a given lot; and further provided that one lot may be combined with another lot or lots or a portion thereof to create a larger lot, in which case these Restrictive Covenants shall be construed to apply to the larger lot so created.

Section 14. Vehicles, Boats, Storage, Travel Trailers, etc.: No vehicle without current inspection sticker, vehicle over 5000 pounds empty weight, camper trailer, motor homes or bus shall be

parked overnight on any lot except in an enclosed garage; provided, however, guests of an owner may so park such vehicle for a period not to exceed seven (7) days each calendar year. A pleasure boat on its trailer may be parked and raw firewood, bicycles, motorcycles, or other items may be stored only on that part of any lot away from the street lying beyond the front line of the house so that it is not viewable from any street. 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.

Section 15. Window Appearance: All draperies or other window dressings in each dwelling unit shall be white or off white or in lieu thereof shall have a white lining.

Section 16. Trees: Except as to development or construction by Declarant, or as may be approved by the Architectural Committee, no tree four (4") inches in diameter at any location on said tree or ten feet (10') in height shall be cut, removed or intentionally damaged on any Lot unless first approved by Architectural Committee.

Section 17. Swimming pools: Outdoor swimming pools, hot tubs, jacuzzis, and other similar facilities may be located on a lot only after the Architectural Committee approval, and shall be screened and fenced. All such improvements shall be subject to approval and compliance with all governmental laws and regulations.

Section 18. Clotheslines: Clotheslines shall be not more than six (6) feet in height from the ground and shall not be viewable from the street, or shall be surrounded by a privacy fence approved by the Architectural Control Committee.

Section 19. Fence Minimum Requirements: No fences over four (4) feet in height shall be constructed on any lot. No fence shall be erected between any building and the street right of way. Any portion of any fence which can be viewed from the street right of way shall be of an ornamental nature. The term fence shall include but not be limited to, a wall, fence, landscaping, berm, or hedge which act as a fence or privacy or security inducing structure. Architectural review requirements must be met prior to construction of any fence.

Section 20. 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 which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

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4. ARCHITECTURAL CONTROL COMMITTEE:

Except for original and initial construction and subsequent modification of improvements by the Declarant on any Lot which such construction is and shall be exempt from the provisions of this provision, no building, wall, fence, landscaping, berm or hedge which act as a fence or privacy inducing structure, pier, dock, ornamentation, or other structure or improvements of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Committee have been approved in writing by the Architectural Committee. Each building, wall, fence or other structure or improvements of any nature, together with any ornamentation or landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Committee deem sufficient. Any change in the appearance of any building, wall, fence or other structure or improvements and any change in the appearance of the landscaping (excepting the planting of flowers and shrubs indigenous to the area), shall be deemed an alteration requiring approval. The Architectural Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

A majority of the Architectural Committee may take any action said Board is empowered to take, may designate a representative to act for the Architectural Committee, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Architectural Committee, the remaining members shall have full authority to designate a successor. The members of the Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Committee shall act on submissions to it within thirty (30) days after receipt of same, or else the request shall be deemed approved. Requests and submissions shall, however, be in such form and contain such information as the Architectural Committee may require prior to its being required to act.

The Architectural Committee may establish a fee to cover the expense of reviewing plans and related data at the time plans are submitted for review in order to compensate any consulting architects, landscape architects, urban designers or attorneys.

The paint, coating, stain and other exterior finishing colors on all buildings may be maintained as that originally installed, without prior approval of the Architectural Committee,

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but prior approval by the Architectural Committee shall be necessary before any such exterior finishing color is changed.

Until such time as the sale of the last numbered lot in the subject property is evidenced by the recordation of a deed therefore, all rights, privileges, powers and authority granted herein to the initial Architectural Control Committee, to whom the specific power to act hereunder is expressly conveyed, shall be exercised by Declarant, its successors or assigns. In the event of the dissolution of Declarant or the failure of Declarant, to specifically assign the rights, privileges, powers and authority hereunder prior to the sale of the last numbered lot in the subdivision known as the subject property on the second Monday in January of each calendar year, after notice to each of them by registered mail, as the owners of each lot may elect, at a regular meeting where a quorum is present, by a majority vote of those present and constituting a quorum, an Architectural Control Committee, which said committee shall serve until the next anniversary date of these restrictions. A quorum for any regular or special meeting of individual lot owners shall be the owners of at least ten percent (10%) of the lots in the subdivision known as the subject property. At any time thereafter the said individual owners of record in a special meeting called by any six of them, after notice by registered mail to all of the other said lot owners of record, may elect a New Architectural Control Committee, fill any vacancies on the Architectural Control Committee, or remove the members of the existing Architectural Control Committee.

Any requirement for registered mail service shall be complied with by personal delivery to the occupant of a respective owner's lot.

5. EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through a 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 ten (10) feet off 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

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for furnishing electric power, gas, telephone service, drainage or other utilities including water and sewer services.

For a period of two (2) years from the date of conveyance of the first lot in the subject property, the Declarant reserves a blanket easement and right of way on, over and under the ground to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary. Following such action the Declarant shall restore the affected property to its original condition as near as practical. The Declarant shall give reasonable notice of its intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice. At the expiration of such two year period, said easement to correct drainage shall automatically expire.

6. GENERAL PROVISIONS:

Section 1. 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 these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years.

Section 2. 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 Association, its successors and assigns and the owners of the number lots in the subdivision, or any of them, jointly or severally, shall behave 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.

Section 2.1. Remedies Extended to the State of North Carolina: To ensure that this subdivision is maintained consistent with the laws of the State of North Carolina, the State of North Carolina is specifically empowered to take such acts necessary by and through its officers to enforce any of these covenants against an Owner. The State of North Carolina is specifically made a beneficiary of these covenants.

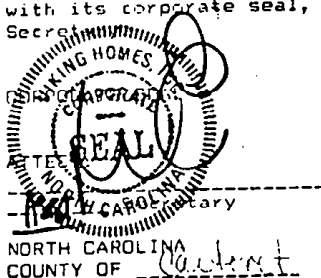
Section 3. Modification of Restrictive Covenants: Except as to specific rights retained by Declarant, these restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any

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subdivided lot or part thereof during the first twenty (20) year period by written document executed by the Declarant or their successors in title and by the owner of not less than ninety percent (90%) or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone. After the expiration of the initial twenty (20) year period, these restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by not less than seventy-five percent (75%) of the Lot Owners, and recorded in the office of the Register of Deeds of the County in which this Declaration is recorded.

Section 4. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be signed in its corporate name by its President, attested to by its Secretary, its common corporate seal affixed hereto, all as the act and deed of the said corporation and by authority of its Board of Directors duly and legally given this with its corporate seal, and attested by himself as its Assistant Secretary.

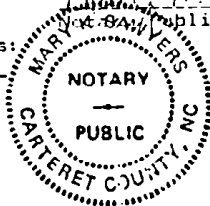


VIKING HOMES, INC.
By: [Signature]
Vice President

I, a Notary Public of the aforesaid County and State, do hereby certify that Frank W. Brown personally appeared before me this day and acknowledged that (s)he is Asst. Secretary of VIKING HOMES, INC., a North Carolina Corporation, and by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by himself as its Asst. Secretary.

Witness my hand and notarial seal, this 21st day of May, 1990.

My Commission Expires: 6-30-92
SF/RC/WDA(17)289
ACVRC(D)51890



NORTH CAROLINA, ONSLOW COUNTY.

The foregoing certificate of Mary K. Sawyers (Dennis) is/are certified to be correct. This instrument was presented for registration and recorded in this office in Book 962, Page 451.

This 22 day of May, 1990 at 9:23 o'clock A. M.

Mildred M. Thomas
Mildred M. Thomas, Register of Deeds.