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R-1145

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NORTH CAROLINA

ONSLow COUNTY

HUNTERS CREEK
MASTER DECLARATION OF COVENANTS
AND RESTRICTIONS
(SF/CSA/VA)

THIS DECLARATION is made this 10 day of October 1988,
by VIKING HOMES, INC., a North Carolina corporation ("Declarant")
of Onslow County, North Carolina.

WHEREAS, Declarant is the owner of or may acquire a certain
tract of land located in Onslow County, North Carolina, (herein-
after referred to as "Development Area") and being more particu-
larly described on Exhibit A;

AND WHEREAS, Declarant is constructing on a portion of the
development area a "residential subdivision" which may include
parks, playgrounds, open spaces, commercial areas, and other
community facilities for the benefit of the community, with a
planned mix of residential housing types, which may include
without limitation detached single family homes, patio homes,
condominiums, apartments and townhouses (hereinafter referred to
as "Project");

AND WHEREAS, Declarant desires to provide for the preserva-
tion and enhancement of the property values and amenities within
said community and to provide for the maintenance of common
areas, properties and improvements located thereon, and to this
end desires to subject Project property to the covenants,
restrictions, easements, charges and liens as are hereinafter set
forth, each and all of which are for the benefit of said real
property and each present and future owner thereof;

AND WHEREAS, the Declarant also desires to provide and allow
for the submission of additional "sections" to the Project as
said phases are developed and completed, and to provide for
equality of rights, privileges and obligations of all lot owners
in all phases of the Project by adding additional phases by
amendment to this Declaration by the recording of an Amendment
hereto;

NOW THEREFORE, it is hereby declared that the Project
property described herein is and shall be held, transferred,
sold, conveyed and occupied subject to the covenants,
restrictions, easements, charges and liens hereinafter set forth,
said property being more particularly described as follows:

BEING all of that property as shown on Exhibit A-1,
attached hereto and incorporated herein by reference
as if fully set forth.

ERWIN & ERWIN
ATTORNEYS AT LAW
SUITE 200 GUN BRANCH SQUARE
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P.O. BOX 7206
JACKSONVILLE, N.C. 28540

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1. Definitions:

a. "Association" shall mean and refer to Hunters Creek Community Services Association, Inc., a North Carolina non profit corporation, its successors and assigns.

b. "Common Area" shall mean all real property owned by the Association, if any, for the common use and enjoyment of the Owners.

c. "Declarant" shall mean and refer to Viking Homes, Inc., a North Carolina corporation, its successors and assigns.

d. "Declaration" shall mean and refer to this instrument, as may from time to time be amended.

e. "Living Unit" or "Unit" shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a single family, including without limitation detached single family homes, townhouse homes, patio homes and condominium units.

f. "Property" or "Properties" shall mean and refer to any of the real property which is or may be subject to this Declaration or Supplemental Declaration.

g. "Lot" shall mean and refer to any plot of land or condominium unit as defined in N.C.G.S. 47C-1-103, shown upon any recorded subdivision map of the Properties with the exception of the Common Area, and includes any improvements thereon, if any.

h. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

i. "Parcel" shall mean and refer to a portion or part of real property, together with the improvements located thereon, which becomes subject to this Declaration. This term shall include any additions to the existing Properties as herein provided.

j. "Supplemental Declaration" shall mean and refer to any declaration of covenants, restrictions, easements, charges and liens recorded by the Declarant, or its successors and assigns, which applies to a specific Parcel within the Properties.

k. "Project Property or Area" shall mean the total of the real property incorporated herein and described hereinabove in Exhibit A-1, together with all structures and other improvements thereon, together with such other portions of the Development

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Area as may from time to time be added to and incorporated in the Project Area by amendment of this Declaration.

1. "Development Area" shall include, but is not limited to, that property described in Exhibit A, all or part of which may from time to time be submitted to and made subject to the terms of this Declaration.

2. Expansion of Properties into Development Area:

The Declarant, for itself and its successors and assigns, hereby expressly reserves the right, but shall in no way be obligated, to expand the properties which are subject to this Declaration without the consent or joinder of the Owners of Lots or persons or entities having a lien or security interest in such Lots by adding from time to time all or any portion of the tract of land known as the Development Area and being 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.

The Declarant may also identify and add to the development area by amendment hereto any other such property in Onslow County, North Carolina, as Declarant in its sole discretion may determine.

An amendment to this Declaration shall be made and recorded in the Office of the Register of Deeds of Onslow County, North Carolina, to include each portion of the real property which is to be included within this Declaration, and each such portion of the real property shall constitute an addition to the Properties. The right of the Declarant, or its successors and assigns, to expand the Properties as herein provided shall expire twenty-five (25) years from the recording of this instrument or upon the sale of all of the properties described in Exhibit A-1 or Exhibit A.

3. Supplemental Declarations:

Declarant shall have the right, from time to time, to record Supplemental Declarations for portions ("Parcels") of the Properties which may designate specific use and other restrictions within said Parcel, may create Common Areas within such Parcel for the use only of Owners of Lots in said Parcel, and may create an internal owners association within said Parcel; provided, however, no Supplemental Declaration shall avoid membership in the Association by Owners of Lots in said Parcel, nor shall any Supplemental Declaration modify or amend the terms of this Declaration or of any prior Supplemental Declaration for another Parcel.

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4. Common Areas:

a. Dedication: The Common Areas, if any, in each Parcel shall be dedicated as such by the Declarant, or its successors and assigns, before the first Lot in each Parcel is conveyed to an Owner.

b. Maintenance: The Association shall be responsible for the exclusive management and control of the Common Areas and all improvements located thereon (including recreational facilities, landscaping, fixtures and equipment related thereto), except as otherwise may be provided for in a Supplemental Declaration. This paragraph specifically empowers, but does not limit other powers, the Association to control and regulate the hours and periods of operation of all recreational facilities in the development area, and all maintenance of landscaping in the development area, even if in areas subject to a Sub-association created by amendment to this Declaration or the recording of a Supplemental Declaration.

c. Owner's Easement of Enjoyment: Section 1. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(1) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(2) the right of the Association to limit the number of guests of members;

(3) the right of the Association to suspend the right to use the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(4) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes subject to such conditions as may be agreed to by the Association.

(5) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

Section 2. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. Recreational facilities, if any, situated upon the Properties may be utilized by guests of Owners or tenants subject to the rules and regulations of the

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Association governing said use and as established by its Board of Directors.

d. Restriction on Alienation: Notwithstanding anything contained herein to the contrary, the Association shall not alienate in any way or transfer all or any part of the Common Areas without the prior approval of all holders of outstanding first priority mortgages against any of the Properties that are subject to this Declaration; provided, however, this restriction shall not be applicable to grants of easements for utilities, storm sewer, sanitary sewer, road right of ways and other conveyances for dedication to the public.

5. Association: Membership and Voting Rights:

a. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

b. The Association shall have two classes of voting membership:

Class I: Class I members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class II: The Class II member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. For purposes of membership and voting rights under this paragraph, Declarant shall be deemed to own three (3) lots for each undeveloped acre of land set out in Exhibit A and one (1) lot for each three (3) apartments owned, which apartments are subject to this Declaration. The Class II membership shall cease and be converted to Class I membership on the happening of either of the following events, whichever occurs earlier:

- (1) when the total votes outstanding in Class I membership equals the total votes outstanding in the Class II membership or
- (2) on that date which is twenty-five (25) years from the date of the recording of this document.
- (3) at the discretion of Declarant.

6. Architectural Review:

Except for original and initial construction and subsequent modification of improvements by the Declarant on any Lot or upon any other area of the Properties, 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

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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 grounds, 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. The Architectural Committee shall be appointed by the Class II member of the Association. At such time as the Class II membership expires, the Architectural Committee shall be appointed by the Board of Directors of the Association. Members need not be owners while under Class II control.

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.

Any Owner may appeal the decision of the Architectural Committee provided that all parties involved comply with the decision of the Architectural Committee until such time, if any, as the Board of Directors amends, or reverses the Architectural Committee's decision. Appeals petitions must be legibly written, state the grounds for appeal and be submitted to the Board of Directors within ten (10) days of the decision of the Architectural Committee. The Board of Directors shall act upon the appeal by amending, reversing or confirming the decision of the Architectural Committee within twenty (20) days of receipt of the

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petition. The Board of Directors' decision shall be by majority vote. Any owner must exhaust this avenue of appeal prior to resorting to a court of law or equity for relief.

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

7. Assessments:

Section 1. Purpose of Assessments:

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the owners in the Properties and for capital improvements and maintenance of the Common Area and any improvements thereon.

Section 2. Creation of the Lien and Personal Obligations of Assessment: The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed, therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) annual assessments or charges;
- (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided;
- (3) to the appropriate governmental taxing authority, a pro rata share of ad valorem taxes levied against the Common Area if the Association shall default in the payment therefor for a period of six (6) months, all as hereinafter provided.

The annual and special assessments together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and costs, and reasonable attorneys' fees (as provided in North Carolina General Statutes Section 6-21.2) incurred by the Association in collecting delinquent assessments shall also be the personal obligation of the person or entity who was the Owner at the time when the assessment became due. The obligation of an Owner for delinquent assessments shall not pass to his successors or assigns in title.

Section 3. Minimum Annual Assessment: There shall be no assessment against any Lot owner until such time as the paving, water and electrical services are extended to the owner's Lot.

The owner of each Lot upon which there has been completed a structure shall be obligated to pay the full amount of the assessment. For the purposes of this paragraph, "completed"

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structures shall mean a structure which has actually tapped into any water or wastewater treatment system or has had provided to it either such service by private means. The owner of a lot upon which construction is not complete shall pay only one-half (½) the annual assessment but be fully obligated to pay in full any other assessments or taxes levied against the lot. The determination of "completion" shall be made by the Association on the first day of January and the first day of July of each year and shall be binding for the remainder of the six (6) month period as to that lot.

Assessments shall commence beginning the first day of the month following the extension for said services and completion of the paving to the lot. Declarant shall pay no dues or assessments but in lieu thereof the Declarant covenants and agrees to defray such deficit as may be required for maintenance up to the amount of the current operating budget.

Section 3.1. Apartments: For the purposes of determining assessments to be paid on apartments/apartment buildings, any owner shall be deemed to own one (1) lot for each group of three (3) apartments (or portion of such group) which are located on property subject to this Declaration.

Section 4. Collection of Assessments: (a) The first pro rata payment of the balance of the current year assessment shall be due and payable on the day on which the deed to the respective lot from the Declarant to the Owner shall have been delivered. The Board of Directors shall fix the amount of the assessment against each lot at least thirty days in advance of the annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors of the Association and the Board of Directors shall have the authority to require the assessment to be paid in pro-rata monthly installments, quarterly and semi-annually as well as annually. The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year not more than fifteen (15%) percent above the maximum assessment for the previous year without a vote of the membership. Except, however, increases attributable solely to the addition of new amenities,

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new Common Areas or police and security purposes, shall not be subject to this limitation.

(c) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 15% by a vote of fifty-one (51%) percent of members who are voting in person or by proxy, at a meeting duly called for this purpose. Except, however, increases attributable solely to the addition of new amenities, new Common Areas or police and security purposes shall not be subject to this limitation.

(d) If an additional property owner's association(s) is established on any property which is or may become subject to this declaration by a supplemental declaration hereto, then, notwithstanding anything contained therein to the contrary, all assessments made by and for any such association shall be paid to the Hunters Creek Community Services Association, Inc., for bookkeeping and record keeping purposes, and shall then be transferred as necessary to the appropriate association. Hunters Creek Community Services Association, Inc. may charge a reasonable fee for its record keeping services and deduct same from assessments collected.

Section 5. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one (51%) percent of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Remedies for Non-Payment of Assessments: Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment 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. The Association may bring an action at law against the Owner personally obligated to pay any assessments and interest or foreclose the lien created herein in the same manner as prescribed by the laws of the State of North Carolina for the foreclosure of Deeds of Trust. Costs and reasonable attorneys' fees (as set forth in Section 2 above), of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Area or abandonment of his dwelling unit or site.

In the event of such action at law and in the further event that such action results in a judgment being entered against the Owner and in favor of the Association, then, and in that event, the Association shall be further empowered to execute on that judgment in such manner and to the extent provided and permitted by the laws of the State of North Carolina.

Section 7. Effect of Default in Payment of Ad Valorem Taxes of Assessments for Public Improvement by Association: Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area or assessments for public improvements to the

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Common Area, which default shall continue for a period of six (6) months, each owner of a Lot in the development shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Lots in the development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien subject to the lien of the governmental authority levying said ad valorem taxes on the Lot of the then owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the owner.

Section 8. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

8. General Restrictions:

a. Residential Use: As to that property designated as "Project Property or Area" and set out in Exhibit A-1, 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, and an appurtenant storage building or structure, 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, 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. Notwithstanding the above, any additions to the Project property in the Development Area may be used for other such purposes as may be set out and/or limited in a Supplemental Declaration.

b. 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

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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 or office or construction site facility.

c. 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, or Association, its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so. The Declarant or Association may assess to owner, any maintenance necessary to enforce his covenant.

d. 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, and are not kept for breeding or commercial purposes. Any such household pets 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.

e. 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 and Association 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, or the Association may make such a common expense or expense to a particular owner.

f. 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.

g. 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.

h. 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 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.

i. 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.

j. 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. In any event, it shall not be viewable from any street.

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k. Driveways/Parking: All driveways constructed on any lot shall be paved with either asphalt or concrete. An Owner shall provide at least one parking space per automobile or other vehicle owned and regularly used at the lot. On street parking is prohibited except for temporary, short gatherings.

l. 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.

m. 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 (10') feet in height shall be cut, removed or intentionally damaged on any lot unless first approved by Architectural Committee.

n. 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 of and compliance with all governmental laws and regulations.

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

p. Fence Minimum Requirements: No fences over eight (8) 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 indicating structure. Architectural review requirements must be met prior to construction of any fence.

9. Street Lighting Agreement: The Declarant and Association reserves the right to subject the real property 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 or Association by the owner of lot.

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10. Restriction on Further Subdivision:

No Lot which has been designated as such by Declarant by either recorded plat or by Supplemental Declaration shall be further subdivided or separated into smaller Lots, without the prior written consent of the Association. This restriction shall not apply, however, to Declarant.

11. Easements:

a. Utility Easements: There is hereby reserved by the Declarant, its successors and assigns, the utility easements as shown on the recorded plats of the Parcels or included within the Supplemental Declarations pertaining to the Parcels. Said easements may be used for the purpose of installing, maintaining, repairing and replacing all utility service lines and systems including, but in no way limited to, those for water, sewer, gas, telephone, electricity and cable television.

b. Easement to Correct Drainage: For a period of two (2) years from the date of conveyance of the first Lot in a Parcel, the Declarant reserves a blanket easement and right of way on, over and under the ground within a Parcel 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 be held by the Association.

c. Encroachments: In the event any portion of a Common Area encroaches upon any Living Unit or any Living Unit encroaches on a Common Area as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of the Properties, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists.

d. Association Maintenance: The Board of Directors of the Association and the Architectural Board, acting through the Association, its officers, agents, servants and/or employees shall have the right of unobstructed access at all reasonable times to all properties as may be reasonably be necessary for maintenance.

e. Common Areas: Easements are also reserved over those portions of the Common Areas, if any, that may be necessary or required to accommodate overhanging eaves or other cantilevered

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construction which may encroach upon the common area or the air and light space above such common area.

f. Grant to Others: The Declarant or Association may grant permits, licenses, and easements over any common area or utility easement reserved elsewhere for utilities, roads or other purposes reasonably necessary or useful for the Project maintenance or operation of the Project.

12. Variances:

The Association may allow reasonable variances and adjustments of the restrictions set forth in this Declaration in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that any such variance granted must be done in conformity with the intent and purposes of the general development scheme and provided also that in every instance such variance or adjustment shall not materially be detrimental or injurious to other property or improvements within the Properties.

13. Remedies:

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 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.

13.1 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 or the Association. The State of North Carolina is specifically made a beneficiary of these covenants.

14. Rights of Mortgagees: (a) Notice of action: A holder or insurer of a mortgage, upon written request to the Association (such request to state the name and address of such holder or insurer and the description of secured properties) will be entitled to timely written notice of:

1. Any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage.

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2. Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot upon which it holds a mortgage.

3. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

4. Any proposed amendment to the project instruments effecting a change in the boundaries of any Lot, ownership of Common Elements, if any, the number of votes in the Association pertaining to any Lot or any proposed change in the restrictions on the properties.

15. Insurance: Section 1: The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, for all insurable improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its members or agents. The public liability policy shall have at least a One Million and no/100 (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, and a Five Hundred Thousand and no/100 (\$500,000.00) Dollar minimum property damage limit.

Premiums for all insurance on the Common Area shall be common expenses of the Association. This policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

Cost of insurance coverage obtained by the Association for the Common Area shall be included in the regular assessment, or by special assessment.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefitted parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

BOOK 896 PAGE 594

(a) All policies shall be written with a company licensed to do business in North Carolina which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Area shall be for the benefit of Owners and their Mortgagees as their interests may appear.

(c) Exclusive authority to adjust losses under policies in force on the Properties obtained by the Association shall be vested in the Association's Board of Directors' provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

(iii) that no policy may be cancelled, invalidated or suspended on account of anyone or more individual Owner;

(iv) that no policy may be cancelled, invalidated, or suspended on account of the conduct of any Director, officer or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or mortgagee.

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(v) That any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be cancelled or substantially modified without at least thirty (30) days' prior written notice to the Association.

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment but may not be less than three (3) months' assessments, plus reserves on hand reviewed and adjusted annually, with minimum of \$25,000.00. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to the Association.

The Association shall purchase officers and directors liability insurance, and every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of any claim for reimbursement of indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

Section 2. Individual Insurance. By virtue of taking title to a lot subject to the terms of this Declaration, each owner covenants and agrees with all other Owners and with the Association that each Owner shall carry a homeowners or fire insurance policy which shall include public liability and blanket all-risk casualty insurance on his lot(s) and structures constructed thereon. Owner shall provide a copy of the Declaration page of the policy to Association at such time(s) as the Association may direct. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of structures situate upon his

BOOK 896 PAGE 596

Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed, Owner shall elect whether to rebuild within sixty (60) days of the loss. If Owner determines not to rebuild or to reconstruct, the Owner shall clear the lot of all debris within ninety (90) days of loss and return it to substantially the natural state in which it existed prior to the beginning of construction. If Owner fails to so clear the lot within ninety (90) days of the loss, the Declarant or Association may do so and the cost shall be assessed against the Owner of the lot.

Section 3. Disbursement of Proceedings. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or reconstruction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s) as their interest may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(b) If it is determined, as provided for in Section 4 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner provided for excess proceeds in Section 3(a) above.

Section 4. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75%) percent of the total vote of the Association whose common property is damaged, shall decide within sixty (60) days after the casualty not to repair or

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reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available, provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the Common Area damaged or destroyed shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to its natural state and maintained by the Association in a neat and attractive condition.

Section 5. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the members, levy a special assessment against all Owners in proportion to the number of Lots owned, provided, if the damage or destruction involves a Lot or Lots only Owners of the affected Lots shall be subject to such assessment. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

16. Amendment:

(a) 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 the County in which this Declaration is recorded. If the Declarants own ninety percent (90%) 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 the County in which this Declaration is recorded.

(b) Notwithstanding the above, Declarant may amend this Declaration in accordance with Paragraph 3 above to add additional property to this Declaration.

BOOK 896 PAGE 598

(c) The Declarant, without the consent or approval of any other Owner, shall have the right to amend this Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Property or to qualify the Property or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of North Carolina, regarding purchase or sale in such lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of the Property, including, without limitation, ecological controls, construction standards, aesthetics and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration (VA), U.S. Department of Housing and Urban Development (HUD), the Federal Home Loan Mortgage Corporation, or the Federal National Mortgage Association, requiring an amendment as a condition of approval, or suggesting an amendment, shall be sufficient evidence of the approval of such amendment of VA, HUD and/or such corporation or agency and permit Declarant to amend in accord with such letter. No amendment made pursuant to this Section shall be effective until duly recorded in the Office of the Court for Onslow County, North Carolina.

17. Declarant's Rights:

Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the county in which this Declaration is recorded. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the property set forth in Exhibit A in any manner whatsoever.

Notwithstanding any provisions contained in the Declaration to the contrary, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, successors and assigns, may be reasonably required, convenient, or incidental to the sale, re-sale, or rental of such Lots, including, but not limited to, business offices, signs, model units, and sales/rental offices. The Declarant shall have an easement for access to such facilities and activities shall include specifically the right to use residences owned by the Declarant, if any, and any which may be owned by the Association.

The Declarant shall have the rights (1) to use or grant the

BOOK 896 PAGE 599

use of a portion of the Common Area for the purpose of aiding in the sale, or rental, or management of Lots; (ii) to use portions of the Property for parking for prospective purchasers or lessees of Lots and such other parties as the Declarant determines; (iii) to erect and display signs, billboards and placards and store and keep the same on the property; (iv) to distribute audio and visual promotional material upon the Common Area; and (v) to use or permit to be used any Lot which it owns or leases as a sales and/or rental office, management office or laundry and maintenance facility.

So long as Declarant continues to have rights under this paragraph, no person or entity shall record any declaration of restrictions and protective covenants or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of restrictions and protective covenants or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

This provision may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this provision shall terminate upon the earlier of (a) fifteen (15) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

18. General Provisions:

1. Duration: The covenants and restrictions set forth herein shall run with and bind the Properties for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive ten (10) year periods unless otherwise terminated by a vote of seventy-five percent (75%) of the then record Owners of all Lots within the Properties.

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

3. Captions: The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Declaration.

4. Construction: Whenever the context so requires, the use herein of any gender shall be deemed to include the plural and the plural shall include the singular.

5. Litigation: No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the member-

BOOK 896 PAGE 600

ship and a majority of the Board of Directors. This Section shall not apply, however to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the Declarant or is approved by the percentage votes and pursuant to the same procedures necessary to institute proceedings as provided above.

IN TESTIMONY WHEREOF, Declarant, has 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 as the same are more fully set forth in the above written.



VIKING HOMES, INC., Declarant

By:

Aida C. McKie
VILE PresidentNORTH CAROLINA
ONSLOW COUNTY

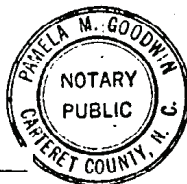
I, a Notary Public, do hereby certify that Grant W. Green personally appeared before me this day and acknowledged that he is Secretary of VIKING HOMES, INC., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and official seal, this the 10th day of October, 1988.

Pamela M. Goodwin (Meadows)
NOTARY PUBLIC

My commission expires: 8/1/89

PUD/SF/CSA/FNMA(17)41588
HC/AC/PUD/RC(18)6280 101088



NORTH CAROLINA, ONSLOW County

The foregoing certificate(s) of Pamela M. Goodwin (Meadows)

Notary Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 896 Page 578 This 10th day of Oct.

at 2:12 o'clock P. M.

Michael M. Spence By _____

Register of Deeds, ONSLOW County

Register of Deeds

EXHIBIT A (DEVELOPMENT AREA)

BOOK 896 PAGE 601

TRACT I:

Portion of International Paper Co., B.F. Kellum Tract proposed
conveyance to Viking Enterprises, Inc.

White Oak Township, Onslow County, North Carolina

BEGINNING at an existing iron pipe with disk stamped U.S.N. Boundary
V (N.C. Grid Coordinates Y = 361617.82, X = 2500961.92), said point

being the common corner with the trustees of Coastal Carolina Community
College Property recorded in Deed Book 434, Page 206 and property now
or formerly owned by International Paper Co. as recorded in Map Book 21,

Page 115 of the Onslow County Registry, said point of beginning being
located South 75 degrees 13 minutes East 8,848.72 (Grid) feet from

N.C. G.S. Monument "Taco" (N.C. Grid Coordinates Y = 363875.62,
X = 2492408.09), said N.C. G.S. Monument "Taco" being located South

73 degrees 02 minutes 55 seconds East 1040.74 (Grid) feet from N.C.G.S.
Monument "Terrance" (N.C. Grid Coordinates Y = 364179.06, X = 2491412.57)

thence from the above described point of beginning and running with an
Eastern line of that property of International Paper Co. recorded in
the aforementioned Map Book 21, Page 115, an existing mark line, North
20 degrees 10 minutes 55 seconds East 1147.68 feet to an existing iron
pipe in the approximate centerline of LaMott's Creek (said pipe having
existing 12 and 24 inch Witness Gum trees); thence up and with a traverse
of the meanders of said LaMott's Creek, the run of LaMott's Creek

being the actual property line, South 77 degrees 12 minutes 40 seconds
East 67.36 feet to a new iron stake; thence South 06 degrees 39 minutes
West 84.58 feet to a new iron stake; thence South 76 degrees 07 minutes
20 seconds East 146.88 feet to a new iron stake; thence North 19 degrees
26 minutes 55 seconds East 67.54 feet to a new iron stake; thence South
66 degrees 23 minutes 50 seconds East 72.51 feet to a new iron stake;
thence North 04 degrees 23 minutes 20 seconds East 96.90 feet to a new
iron stake; thence North 88 degrees 34 minutes 25 seconds East 98.02 feet
to a new iron stake; thence North 19 degrees 17 minutes 25 seconds East
93.24 feet to a new iron stake; thence North 01 degrees 40 minutes 05
seconds West 141.27 feet to a new iron pipe; thence North 74 degrees 04
minutes 25 seconds East 172.30 feet to a new iron stake; thence South
60 degrees 18 minutes East 167.51 feet to a new iron stake; thence South
66 degrees 32 minutes 25 seconds East 259.04 feet to a new iron stake;
thence South 79 degrees 33 minutes 25 seconds East 174.74 feet to a new
iron stake; thence South 20 degrees 39 minutes 55 seconds East 286.5 feet

Page 2 of Tract I of Exhibit A

BOOK 638 PAGE 105

BOOK 896 PAGE 602

Land Description (page 2)

Portion of International Paper Co., B.P. Kellum Tract to
Viking Enterprises, Inc.

to a new iron stake; thence South 24 degrees 56 minutes 10 seconds East
174.86 feet to a new iron stake; thence South 22 degrees 18 minutes
05 seconds East 142.75 feet to a new iron stake; thence South 01 degrees
58 minutes 15 seconds East 228.46 feet to an existing concrete monument;
thence South 38 degrees 12 minutes 50 seconds West 168.28 feet to a new
iron stake; thence South 07 degrees 57 minutes 40 seconds West 102.87 feet
to an existing concrete monument; thence South 06 degrees 58 minutes 05
seconds West 151.83 feet to a new iron stake; thence South 24 degrees
03 minutes 20 seconds 182.76 feet to an existing concrete monument;
thence South 00 degrees 46 minutes 40 seconds East 157.71 feet to an
existing concrete monument; thence South 33 degrees 57 minutes 15 seconds
East 210.41 feet to an existing concrete monument; thence South 26 degrees
51 minutes 40 seconds East 196.38 feet to an existing concrete monument;
thence South 41 degrees 39 minutes 30 seconds East 150.08 feet to a new
iron stake; thence South 49 degrees 27 minutes 10 seconds East 112.47 feet
to an existing concrete monument; thence South 25 degrees 58 minutes 25
seconds 121.01 feet to a new iron stake; thence South 35 degrees 54 minutes
05 seconds East 123.24 feet to an existing iron pipe; thence South 42
degrees 38 minutes 05 seconds East 175.60 feet to a new iron pipe; thence
South 48 degrees 05 minutes 50 seconds East 111.68 feet to a new iron pipe
lying approximately 15 feet South of the run of LaMott's Creek, a common
corner with the property of Robert Creel recorded in Deed Book 434, Page 131,
of the Onslow County Registry; thence leaving said LaMott's Creek and with
the Creel line South 54 degrees 15 minutes 55 seconds West 1155.40 feet
to an existing iron pipe; thence continuing with the Creel line an existing
marked line South 50 degrees 13 minutes 10 seconds East 593.78 feet to an
existing iron pipe beside an existing 32 inch Witneon Pine, a common corner
between Robert Creel and the property now or formerly owned by V.E. Mann;
thence with the Mann line, an existing marked line, South 70 degrees 03
minutes 50 seconds West 229.75 feet to an existing iron pipe with disk
stamped U.S.N. Boundary X, a common corner with the Coastal Carolina
College
Community/property recorded in Deed Book 465, Page 197, of the Onslow
County Registry; thence with said line, an existing marked line, South

Page 3 of Tract I of Exhibit A

CONTINUED

BOOK

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PAGE

603

Land Description (page 3)

Portion of International Paper Co., B.P. Kellum Tract to
Viking Enterprises, Inc.

66 degrees 50 minutes 05 seconds West 1190.89 feet to an existing iron
pipe with disk stamped U.S.N. Boundary IX, a common corner with the
U.S. Government Property recorded in Deed Book 194, Page 319, of the
Onslow County Registry; thence with said line, an existing marked
line, North 40 degrees 00 minutes 50 seconds West 559.22 feet to an
existing iron pipe with disk stamped U.S.N. Boundary VIII; thence
continuing with said marked line North 26 degrees 19 minutes 15
seconds West 956.57 feet to an existing iron pipe with disk stamped
U.S.N. Boundary VII; thence South 83 degrees 51 minutes 10 seconds
West 505.74 feet to a new iron pipe in the approximate run of Deep Branch
thence North 53 degrees 19 minutes 30 seconds West 89.10 feet to an
existing iron pipe with disk stamped U.S.N. Boundary VI lying
approximately 20 feet North of said branch, said ^{pipe} being a common corner
between the U. S. Government property and property of trustees of
Coastal Carolina Community College recorded in Deed Book 434 Page 206
of the Onslow County Registry; thence leaving the Government line, and running
along the aforementioned trustees of Coastal Carolina Community College
line, an existing marked line, North 23 degrees 50 minutes 40 seconds
East 1050.41 feet to an existing concrete monument stamped U.S.N.
Boundary XV; thence continuing with said line North 23 degrees 53 minutes
05 seconds East 726.62 feet to the point and place of beginning containing
166.91± acres according to a survey by James E. Stewart and Associates,
Inc. completed in October, 1982; all courses are correct in their angular
relationship to North Carolina Grid North and being all of that property
shown and described on that certain map entitled "Boundary Survey Map
Portion of International Paper Company B. P. Kellum Tract White Oak
Township, Onslow County, ^{NC} survey for: Viking Enterprises, Inc." prepared
by James E. Stewart and Associates, Inc. dated October 1982, soon to be
recorded in the Office of the Register of Deeds of Onslow County; also
being a major portion of that property shown and described by map
recorded in Map Book 3 page 131 and being all of the property described
by Deed recorded in Deed Book 488 Page 164 and being a major portion
Tract 2 of
of that property recorded in Deed Book 215, Page 579 all of the Onslow
County Registry; being subject to any easements and/or restrictions of
record.

Tract II of Exhibit A ^{BOOK} 896 ^{PAGE} 604

TRACT II:

BEGINNING at a new concrete control corner (N.C. Grid Coordinates Y = 363,334.04 and X = 2,497,365.70) lying South of the Southernmost margin of a Carolina Power and Light Co. 170 foot right-of-way, said monument also being located South 43° 36' 30" East 776.16 (GRID) feet from a point, said point being located North 38° 29' 45" East 2586.37 (GRID) feet from a second point, said second point being located South 54° 31' 50" East 3453.21 (GRID) feet from RCGS Survey Monument "TACO" (N.C. GRID Coordinates Y = 363,875.62 and X = 2,492,408.01), said monument "TACO" being located South 73° 02' 55" East 1040.74 (GRID) feet from RCGS Monument "TERENCE" (N.C. GRID Coordinates Y = 364,179.06 and X = 2,491,417.57), said new concrete control monument lying in the approximate centerline of a natural drain and being on the Easternmost boundary of that property shown as Tract 3 on map recorded in Map Book 14, Page 26, of the Onslow County Registry; thence from the above described point of beginning up and with said natural drain and with the Easternmost line of the aforementioned Tract 3, North 36° 11' 40" East 130.09 feet to a point in the centerline of the aforementioned 170 foot CP&L right-of-way; thence a continuation of the same line North 34° 11' 40" East 134.36 feet (total = 264.45 feet) to a new iron pipe lying north of of the Northernmost right-of-way line of said 170 foot CP&L right-of-way; thence continuing with the Eastern boundary of Tract 3, North 80° 41' 10" East 140.33 feet to a new iron pipe; thence North 47° 11' East 84.66 feet to a new iron pipe; thence North 20° 11' East 269.25 feet to an existing iron stake at the approximate end of the aforementioned natural drain, the common corner between Tract 3 and Tract 2 of that property recorded in Map Book 14, Page 26, of the Onslow County Registry; thence with the Eastern boundary of Tract 2, North 02° 22' 55" West 116.07 feet to an existing iron pipe; thence North 17° 40' 15" East 487.63 feet to an existing iron pipe at the common corner between Tract 2 and Tract 1 as shown on the aforementioned map; thence with the Eastern and Northern lines of Tract 1 North 15° 06' 10" East 746.86 feet to an existing iron pipe beside an existing 24-inch Witness Pine; thence North 36° 37' 40" West 987.55 feet to an existing iron pipe at the approximate head of Big Gully Branch; thence down and with the traverse of the run of Big Gully Branch (the centerline being the actual property line) North 03° 14' 35" East 176.59 feet to a tack in the existing light-wood stake; thence continuing with said run South 71° 13' 55" West 280.08 feet to a new iron pipe; thence North 77° 59' 30" West 138.71 feet to a new iron pipe; thence South 61° 58' 50" West 168.81 feet to a new iron pipe; thence North 89° 48' 55" West 182.82 feet to a new iron pipe; thence North 74° 36' 10" West 362.08 feet to a new iron pipe; thence South 69° 29' West 191.00 feet to an existing iron pipe; thence North 77° 29' 25" West 182.10 feet to a tack in the root of an existing marked tree; thence leaving the run of Big Gully Branch North 67° 19' West 261.28 feet to an existing iron pipe; thence North 69° 55' 15" West 598.97 feet to an existing 3-foot high light-wood stake with tack (replaced with a new iron pipe) on the bank of the Great Northeast Creek (all lines described from the point of beginning to the bank of the Great Northeast Creek being designated with marked and painted trees), said new iron pipe being located approximately 3-feet East of the Mean High-water mark of said creek; thence up and with the bank of the Great Northeast Creek, the Mean High-water mark being the actual property line, North 01° 45' 20" West 77.66 feet to a new iron pipe; thence North 07° 19' 30" East .66.00 feet to a new iron pipe; thence North 24° 13' 45" East 267.96 feet to a new iron pipe; thence North 03° 59' 55" East 147.45 feet to a hub and tack; thence North 14° 25' 50" West 264.85 feet to a hub and tack; thence North 32° 42' 50" East 290.09 feet to a hub and tack; thence crossing an old landing road North 48° 31' 50" East 277.63 feet to a hub and tack, said hub and tack lying Southeasterly approximately 10 feet from the Mean High-water mark of Northeast Creek; thence continuing with said bank North 53° 05' 05" East 270.59 feet to a hub and tack; thence North 80°

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06' 25" East 118.28 feet to a hub and tack; thence North 40° 27' 30" East 178.17 feet to a hub and tack; thence North 68° 28' 55" East 119.40 feet to a hub and tack; thence North 31° 49' East 180.58 feet to a hub and tack; thence North 15° 21' 15" East 137.85 feet to a hub and tack; thence North 20° 14' 10" East 190.42 feet to a hub and tack, said hub and tack being Southeasterly approximately 15 feet from the Mean High-water mark of the Great Northeast Creek; thence continuing with said bank North 51° 27' 20" East 111.96 feet to a hub and tack; thence North 76° 07' East 133.37 feet to a hub and tack; thence North 56° 56' 55" East 604.30 feet to a hub and tack; thence North 81° 30' East 102.44 feet to a hub and tack; thence South 80° 29' 45" East 281.48 feet to a hub and tack; thence North 53° 41' East 318.24 feet to a hub and tack; thence South 69° 51' 55" East 341.90 feet to a hub and tack; thence South 71° 37' 20" East 219.15 feet to a hub and tack, said hub and tack being located Southwardly approximately 45 feet from the Mean High-water mark of the Great Northeast Creek; thence continuing with said bank North 55° 11' 45" East 167.09 feet to a hub and tack; thence North 52° 11' 35" East 143.05 feet to a hub and tack; thence North 29° 55' 55" East 298.66 feet to a hub and tack at a major bend in said creek; thence continuing with said bank South 60° 09' 15" East 88.57 feet to a hub and tack; thence South 17° 22' 35" East 313.45 feet to a hub and tack; thence South 03° 17' 40" West 161.13 feet to a new iron pipe near the end of the Phillips Landing Road; thence continuing with said bank, the Northeastern margin of the Phillips Landing Road South 20° 08' East 288.43 feet to a new iron pipe beside Twin Marked Oaks, said pipe lying Westwardly approximately 5 feet from the Mean High-water mark of the Great Northeast Creek; thence leaving the bank of the Great Northeast Creek and with the approximate Northeastern margin of the Phillips Landing Road, an existing marked and painted line South 15° 29' 10" East 77.38 feet to a new iron pipe; thence South 04° 04' 55" East 192.14 feet to a new concrete control monument; thence South 04° 44' 30" East 523.27 feet to a new concrete control monument; thence South 08° 09' 15" East 245.01 feet to a new iron stake near the intersection of said Phillips Landing Road with a road leading into the body of the parcel herein described; thence continuing with the Phillips Landing road (now the Northern margin) South 31° 18' 50" East 181.30 feet to a new iron stake; thence South 16° 31' 15" East 136.05 feet to a new iron stake; thence South 41° 16' 25" East 45.32 feet to a new iron stake; thence South 65° 50' 25" East 264.73 feet to a new iron stake; thence South 54° 29' 50" East 129.92 feet to a new iron stake (said described line leading from the bank of the Great Northeast Creek also being a common line with the Humphrey property as recorded in Deed Book 192, Page 539 of the Onslow County Registry); thence with the Jones line as described in Deed Book 198, Page 202 of the Onslow County Registry, South 74° 13' East 260.98 feet to a new iron stake; thence South 81° 32' 35" East 146.80 feet to a new iron stake; thence with the Jones line, the Rogers line, the Fonville line, and the Jones line, as recorded in Deed Book 198, Page 202, Deed Book 264, Page 308, Deed Book 333, Page 102, and Deed Book 476, Page 757, respectively, of the Onslow County Registry, South 61° 40' 40" East 387.78 feet to an existing axle, the common corner between the last named Jones property and Lot 19 of the North-east Development property recorded in Map Book 5, Page 10 of the Onslow County Registry thence with the Southwestern line of Lot 19 South 30° 46' 25" East 53.12 feet to an existing iron pipe; thence with the line of Lot 18, 17 and a portion of 16 South 33° 45' 05" East 219.86 feet to an existing iron pipe; thence continuing with the line of Lot 16 South 50° 08' 30" East 88.0 feet to an existing iron pipe; thence continuing with the remaining portion of Lot 16 and Lot 14 and the Southwestern end of First Street (50 foot right-of-way) South 54° 43' 15" East 292.57 feet to an existing iron pipe on the Southeasternmost right-of-way of First Street (First Street and all of the preceeding numbered lots being shown on the aforementioned map of Northeast

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Development); thence continuing with the Northern margin of the Phillips Landing Road, the John Craft line as recorded in Deed Book 364, Page 109 of the Onslow County Registry, South 47° 24' 20" East 262.38 feet to an existing iron pipe, the common corner with Blane Ammons, whose deed is recorded in Deed Book 503, Page 411 of the Onslow County Registry; thence with the Ammons land South 40° 55' 40" East 93.41 feet to an existing iron pipe, the common corner with the Corneva Bass property recorded in Deed Book 272, Page 687 and Deed Book 258, Page 442; thence with the Bass line South 41° 38' 50" East 301.86 feet to an existing iron pipe, the Northern end of an existing painted line, a common corner with C. Scozzari recorded in Deed Book 581, Page 93; thence with the Scozzari line and the Bass line recorded in Deed Book 260, Page 57, South 40° 28' 25" East 190.57 feet to a new concrete control monument, a common corner with the Jones-Onslow Electric Co., property recorded in Deed Book 322, Page 18; thence with the Jones-Onslow Electric Co. line South 26° 18' 25" West 433.77 feet to an existing iron pipe on the Northernmost right-of-way of a 60-foot reserved area for Ingress-Egress to the herein described parcel; thence crossing said 60 foot right-of-way, a continuation of the same line, South 26° 18' 25" West 60.72 feet to a new concrete control monument (N.C. GRID Coordinates Y = 365,283.18 and X = 2,501,259.79) on the Southernmost margin of said 60 foot right-of-way, said monument also lying on the Northern side of a small drainage ditch and being a common corner with the McMurtrey property as described by Deed recorded in Deed Book 390, Page 538; thence with the line of the Northern side of said drainage ditch, said line being an extension of the Southern right-of-way of said 60 foot right-of-way, North 72° 29' West 139.03 feet to a new iron pipe beside an existing bent-over iron pipe; thence with the approximate run of said ditch South 74° 55' 30" West 197.69 feet to a new iron pipe at the point of intersection of said ditch with the head of Mott's Branch, the McMurtrey line; thence down and with approximate run of Mott's Branch, the actual run being the property line, South 11° 14' 20" East 101.02 feet to a new iron stake; thence South 16° 51' 05" East 102.55 feet to a new iron pipe; thence South 22° 42' 25" East 194.16 feet to a new iron pipe lying North of the Northern margin of the hereinbefore referenced Carolina Power and Light Co., 170 foot right-of-way; thence South 04° 51' 10" West 194.27 feet to a hub and tack in the centerline of said CP&L 170 foot right-of-way; thence continuing the same line South 04° 51' 10" West 66.37 feet (total = 260.64 feet) to a new iron pipe within said 170 foot CP&L right-of-way; thence continuing with said branch South 10° 08' West 217.47 feet to a new iron pipe; thence South 72° 55' 55" West 150.78 feet to a hub and tack; thence South 71° 38' 50" West 166.93 feet to a hub and tack; thence South 52° 01' 45" West 140.40 feet to a hub and tack; thence South 18° 10' West 148.15 feet to a hub and tack; thence South 09° 32' 05" East 121.44 feet to a hub and tack; thence South 38° 33' 50" West 161.52 feet to a hub and tack; thence South 22° 12' 10" West 134.62 feet to a hub and tack; thence South 19° 24' 20" East 217.67 feet to a hub and tack; thence South 09° 36' 15" West 152.23 feet to a hub and tack; thence South 08° 47' 10" East 167.65 feet to a new iron pipe near the intersection of the run of Mott's Branch with the run of Lamott's Creek; thence up and with the approximate run of Lamott's Creek South 71° 06' East 287.42 feet to a hub and tack; thence South 16° 25' 40" East 127.07 feet to a hub and tack; thence South 62° 52' 15" East 316.13 feet to a hub and tack; thence South 07° 52' 50" East 106.61 feet to a new iron pipe; thence South 56° 28' 35" East 274.21 feet to a new iron pipe thence North 31° 57' 30" East 121.45 feet to an existing iron pipe beside existing 12 and 24-inch Witness guns, a common corner with the remaining portion of the International Paper Co. B. F. Kellum Tract; thence leaving the run of Lamott's Creek, leaving the McMurtrey line, and with the common line with the remaining portion of said B. F. Kellum Tract South 20° 10' 55" West 1147.68 feet to an existing iron pipe with top disc stamped "U.S.N. V"

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beside existing 18-inch, 15-inch, 24-inch and 20-inch Witness Pines, said existing iron pipe being in the approximate center of an existing fire trail and being the common corner with the Coastal Carolina Community College Foundation, Inc., property received from the U.S.M.C. Mid-way Park Housing Authority; thence with said Coastal Carolina Community College Foundation, Inc. line, approximately with said fire trail, an existing marked and painted line North 66° 06' 10" West 1237.52 feet to an existing iron pipe; thence North 66° 06' 30" West 838.41 feet to an existing iron pipe in the approximate run of Lamott's Creek; thence down and with said approximate run, the actual run being the property line, North 73° 22' 05" West 181.16 feet to a new iron pipe; thence South 39° 59' 05" West 210.35 feet to a new iron pipe; thence South 76° 47' 50" West 93.52 feet to a new iron pipe; thence down and with the approximate bank of said creek, the actual run being the property line, North 60° 28' 35" West 148.34 feet to a hub and tack; thence South 83° 04' 50" West 227.19 feet to a hub and tack; thence South 61° 32' 15" West 295.90 feet to a hub and tack; thence North 83° 07' 55" West 140.10 feet to a hub and tack; thence North 81° 32' West 124.29 feet to a hub and tack; thence North 37° 42' 35" West 135.85 feet to a hub and tack; thence North 32° 51' 55" West 291.71 feet to a hub and tack; thence South 81° 43' 10" West 103.78 feet to an existing iron stake; thence North 63° 26' 55" West 124.36 feet to an existing iron stake; thence North 77° 47' 50" West 236.22 feet to an existing iron stake; thence South 87° 17' 35" West 85.91 feet to an existing tack in an existing light-wood stake at the edge of said creek at the mouth of a natural drain hereinbefore mentioned, the common corner with Tract 3 of that property shown in Map Book 14, Page 26, of the Onslow County Registry; thence leaving said creek and up and with the approximate centerline of said natural drain, a marked and painted line, North 20° 30' 30" East 326.88 feet to a new iron pipe; thence North 38° 41' 35" East 169.34 feet to a new iron pipe; thence North 34° 02' 00" East 228.13 feet to the point and place of Beginning, containing 546.1 acres, more or less, and being all of Tract A of that property as shown on the map for International Paper Co. entitled "Land Title Survey, International Paper Company, Johnny Marshall Tract and Portion of B. F. Kellum Tract", recorded in Map Book 81, Page 115, of the Onslow County Registry and also being a major portion of that property of the Johnny Marshall Tract, a map of which is recorded in Map Book 3, Page 119, a portion of the B. F. Kellum Tract, a map of which is recorded in Map Book 3, Page 131, of the Onslow County Registry, all according to a survey by James E. Stewart and Associates, Inc., completed on August 12, 1981.

There is also conveyed herewith all the right, title and interest conveyed to Grantor by Beneficiary by deed of even date herewith in any mineral substances on or under all of such parcels or tracts as are hereinabove described, together with the full and exclusive executory rights to lease such substances, and together with such easements of access for drainage over property of Beneficiary as was conveyed to Grantor in the aforesaid deed, subject to matters as set forth in Schedule B attached to the within deed of trust.

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BEGINNING at a new concrete control monument (N.C. GRID Coordinates Y = 365,283.18 and X = 2,501,259.79) on the Southern right-of-way of a 60-foot reserved access to the International Paper Company Johnny Marshall Tract, said monument also being a common corner with the McMurtry property as described by Deed in Deed Book 390, Page 538 of the Onslow County Registry, and being located on the Northern side of a small drainage ditch; thence from the above described Point of Beginning, leaving the McMurtry line and crossing said 60 foot right-of-way, North 26° 18' 25" East 60.72 feet to an existing iron pipe on the Northern margin of said 60 foot right-of-way, a common corner with the Jones-Onslow Electric Membership Corporation property recorded in Deed Book 322, Page 181 of the Onslow County Registry; thence with said Northern margin and the Jones-Onslow Electric Membership Corporation line and crossing a Carolina Power and Light Company 170 foot right-of-way South 72° 29' 00" East 956.01 feet to a new iron pipe; thence continuing with said Northern margin North 74° 40' 20" East 48.10 feet to an existing concrete monument at the point of intersection of said Northern margin with the Southwestern right-of-way of Piney Green Road (NCSR 1406, 60 foot right-of-way); thence crossing said 60 foot right-of-way and with the Southwestern right-of-way of Piney Green Road South 29° 09' 50" East 61.79 feet to a new iron stake at the point of intersection of said right-of-way of Piney Green Road with the Southern margin of said 60 foot right-of-way; thence leaving Piney Green Road and with the Southern margin of said 60 foot right-of-way a common line with the McMurtry property South 74° 40' 20" West 80.56 feet to a new iron stake; thence North 72° 29' West 982.97 feet to the point and place of Beginning, being Tract B containing 1.43 acres, more or less, all as shown on plat of survey entitled "Land Title Survey, International Paper Company, Johnny Marshall Tract and Portion of B. F. Kellum Tract", recorded in Map Book 21, Page 115, of the Onslow County Registry and also being a major portion of that property of the Johnny Marshall Tract, a map of which is recorded in Map Book 3, Page 119, a portion of the B. F. Kellum Tract, a map of which is recorded in Map Book 3, Page 131, of the Onslow County Registry, all according to a survey by James E. Stewart and Associates, Inc., completed on August 12, 1981.

There is also conveyed herewith all of Grantor's right, title and interest in any mineral substances on or under all of such parcels or tracts as are hereinabove described, together with the full and exclusive executory rights to lease such substances, and together with such easements of access for drainage over property of Grantor as Grantee may reasonably require, subject to matters as set forth in Schedule B attached to the within deed.

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EXHIBIT A-1 (PROJECT AREA)

Being all of those Lots as shown on a plat entitled "Brookfield of Hunters Creek", as recorded in Map Book 25, Page 201, Onslow County Registry.

