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

NORTH CAROLINA

RESTRICTIVE COVENANTS
(MULTI-FAMILY)

ONSLow COUNTY

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 18 day of December, 1985, 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 or multi family dwelling (two-family or more residence with separate living quarters for each family), 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

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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; if a multi family dwelling, not less than 1200 square feet of enclosed heated area.

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 30 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 4,000 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. CONVEYANCE OF MULTI FAMILY DWELLING: Regardless of any provision in these restrictive covenants to the contrary, nothing shall prohibit or prevent the conveyance of a part or portion of any lot in order to convey one separate living quarters residence of a multi family dwelling.

10. PARTY WALLS (MULTI FAMILY DWELLING): Section 1. General Rules of Law to Apply: Each wall which is built as a part of the original construction of the homes upon the properties and placed between the separate living quarters of a multi family dwelling shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Paragraph the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance: The costs of reasonable repair and maintenance of a party wall shall be shared by the owner who makes use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty: If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the costs of restoration thereof in proportion to such use without prejudice, however, to the right of any such owner to call for a larger contribution for the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing: Notwithstanding any other provisions of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land: The right of any owner to contribution from any other owner under this Paragraph shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Arbitration: In the event of any dispute arising concerning a party wall, or under the provisions of this Paragraph each part shall choose one arbitrator, and the decision shall be by a majority vote of all the arbitrators.

11. ARCHITECTURAL CONTROL: No buildings, fence, wall or other structure or topographic change or alteration shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration including change in color of paint, style, color and location of drive-ways, style, design, color and location of mailboxes and posts, therein be made until the plans and specifications showing the

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nature, kind, shape, height, material, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) representatives chosen by the owners of the subject properties. In the event said designated committee fails to approve or disprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with.

Outside Antennas. No outside radio or television antennas shall be erected on any lot or dwelling unit within the Properties unless and until permission for the same has been granted by the architectural control.

12. 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 the 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. The said Architectural Control Committee shall consist of three members, each of whom must be an owner of a lot in 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.

13. 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.

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14. EASEMENTS: Section 1: Easements for installation and maintenance of utilities and drainage facilities and a physical fitness trail are reserved as shown on the recorded plat and over the rear 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, the physical fitness trail, or which may obstruct or retard the flow of water through a drainage channels in the easements or the free use of the physical fitness trail. 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.

Section 2: 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.

Section 3: In the event any portion of the living unit (multi family dwelling) or structure immediately adjacent to another living unit (multi family dwelling) or structure encroaches upon the other unit or real property as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists.

15. WEEDS, ETC.: The 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.

16. 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.

17. ERECTION 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.

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18. 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.

19. 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.

20. 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.

21. 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 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.

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

23. 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 unless an instrument signed by not less than seventy-five percent (75%) of the Lot Owners has been recorded, agreeing to change said covenants in whole or in part.

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24. 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.

25. 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 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 Onslow County, North Carolina.

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

IN TESTIMONY WHEREOF, 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 year first above written.

VIKING ENTERPRISES, INC.

By: Michael G. Tuton
President



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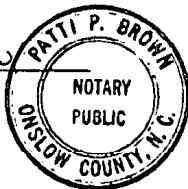
NORTH CAROLINA

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 President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and notarial seal, this 18th day of December, 1985.

Patti P. Brown
Notary Public



My commission expires:

June 3, 1990

RC Mul Fam EE 1084 (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 760 Page 259 This 20 day of December
19 85 A.D., at 4:24 o'clock P M.
Walter J. ... Register of Deeds, Onslow County

EXHIBIT A to RESTRICTIVE COVENANTS

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James E. Stewart and Associates, Inc.



CONSULTING ENGINEERS—LAND SURVEYORS

LAND DESCRIPTION

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

Viking Enterprises, Inc.

Section III, The Glen of Hunters Creek

White Oak Township, Onslow County, North Carolina

BEGINNING at a point being located North 26 degrees 19 minutes 15 seconds West 400.0 feet from an existing iron stake, said iron stake being the Westernmost corner of Lot 14B, Block C, Section I, The Glen of Hunters Creek as recorded in Map Book 22, Page 153 of the Onslow County Registry; thence from the above described point of beginning, North 26 degrees 19 minutes 15 seconds West 242.49 feet to a point; thence North 19 degrees 20 minutes East 385.25 feet to a point; thence North 66 degrees 00 minutes East 118.47 feet to a point; thence South 24 degrees 00 minutes East 55.0 feet to the point of tangency of a curve; thence 83.95 feet in a Southeasterly direction along the arc of a curve having a radius of 370.0 feet and curving to the left to the point of curvature, said curve having a long chord bearing and distance of South 30 degrees 30 minutes East 83.77 feet; thence South 37 degrees 00 minutes East 166.96 feet to the point of tangency of a curve; thence in a Southeasterly and Easterly direction 222.53 feet along the arc of a curve having a radius of 170.0 feet and curving to the left to the point of curvature, said curve having a long chord bearing and distance of South 74 degrees 30 minutes East 206.98 feet; thence North 68 degrees 00 minutes East 204.64 feet to the point of tangency of a curve; thence in an Easterly and Northerly direction 32.11 feet along the arc of a curve having a radius of 20.0 feet and curving to the left to the point of curvature, said curve having a long chord bearing and distance of North 22 degrees 00 minutes East 27.79 feet; thence North 24 degrees 00 minutes West 66.54 feet to a point; thence North 66 degrees 00 minutes East 100.0 feet to a point; thence South 24 degrees 00 minutes East 210.12 to the point of tangency of a curve; thence in a Southeasterly direction 170.17 feet along the arc of a curve having a radius of 1,950.0 feet and curving to the left to the point of curvature, said curve having a long chord bearing and distance of South 26 degrees 30 minutes East 170.12 feet;

EXHIBIT A CONTINUED
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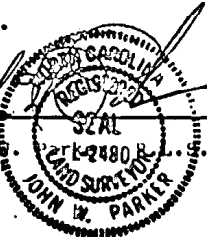
Land Description

Section III, The Glen of Hunters Creek

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thence South 29 degrees 00 minutes East 151.46 feet to a point; thence South 61 degrees 00 minutes West 100.0 feet to a point; thence North 29 degrees 00 minutes West 151.46 feet to the point of curvature of a curve; thence in a Northwesterly direction 178.90 feet along the arc of a curve having a radius of 2,050.0 feet and curving to the right to the point of tangency, said curve having a long chord bearing and distance of North 26 degrees 30 minutes West 178.84 feet; thence North 24 degrees 00 minutes West 43.53 feet to the point of curvature of a curve; thence in a Northerly and Westerly direction 30.72 feet along the arc of a curve having a radius of 20.0 feet and curving to the left to the point of tangency, said curve having a long chord bearing and distance of North 78 degrees 00 minutes West 28.77 feet; thence South 68 degrees 00 minutes West 208.14 feet to the point of curvature of a curve; thence in a Westerly direction 29.69 feet along the arc of a curve having a radius of 230.0 feet and curving to the right to a point on said curve, said curve having a chord of South 71 degrees 41 minutes 55 seconds West 29.67 feet; thence leaving said curve, South 08 degrees 45 minutes West 156.60 feet to a point; thence North 71 degrees 37 minutes West 196.33 feet to a point; thence South 63 degrees 40 minutes 45 seconds West 149.53 feet to a point; thence South 26 degrees 19 minutes 15 seconds East 20.64 feet to a point; thence South 63 degrees 40 minutes 45 seconds West 169.99 feet to the point and place of beginning. Containing 6.10 acres. The above description being prepared by James E. Stewart and Associates, Inc. on November 7, 1985 from computed information and not by actual survey. All courses are correct in their angular relationship to N.C. Grid North.

[Handwritten Signature]
 JOHN W. PARKER
 L.S., L-2480
 11-13-85



10/10

EXHIBIT A CONTINUED
PAGE THREE OF FOUR

James E. Stewart and Associates, Inc.



CONSULTING ENGINEERS—LAND SURVEYORS

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

LAND DESCRIPTION

Viking Enterprises, Inc.
Section IV, The Glen of Hunters Creek
White Oak Township, Onslow County, North Carolina

BEGINNING at a point on the Easternmost line of the USMC Midway Park Housing Area, said point being the Northwesternmost corner of Lot 14B, Block C as shown on a map entitled "Section I, The Glen of Hunters Creek" as recorded in Map Book 22, Page 153 of the Onslow County Registry; thence with said Midway Park line and beyond and leaving said Section I, North 26 degrees 19 minutes 15 seconds West 400.0 feet to a point; thence North 63 degrees 40 minutes 45 seconds East 169.99 feet to a point; thence North 26 degrees 19 minutes 15 seconds West 20.64 feet to a point; thence North 63 degrees 40 minutes 45 seconds East 149.53 feet to a point; thence South 71 degrees 37 minutes East 196.33 feet to a point; thence South 08 degrees 45 minutes West 24.48 feet to a point; thence South 26 degrees 19 minutes 15 seconds East 204.50 feet to a point on the Northernmost line of the aforementioned Section I; thence with said line, South 63 degrees 40 minutes 45 seconds West 160.0 feet to a point; thence South 26 degrees 19 minutes 15 seconds East 41.85 feet to a point; thence South 63 degrees 40 minutes 45 seconds West 115.0 feet to a point on the Easternmost right-of-way line of Rolling Ridge Drive (50 foot right-of-way); thence continuing with said line and crossing Rolling Ridge Drive, South 63 degrees 40 minutes 45 seconds West 50.0 feet to a point on the Westernmost right-of-way line of said Rolling Ridge Drive; thence with said right-of-way line, South 26 degrees 19 minutes 15 seconds East 16.14 feet to a point; thence leaving said right-of-way line,

EXHIBIT A CONTINUED
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Land Description

Section IV, The Glen of Hunters Creek

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South 63 degrees 40 minutes 45 seconds West 119.99 feet to the point and place of beginning. Containing 3.77 ± acres. The above description being prepared by James E. Stewart and Associates, Inc. on November 26, 1985 from computed information and not by actual survey. All courses are correct in their angular relationship to N.C. Grid North.

Dominick S. Butch 11-26-85
Dominick S. Butch, P.L.S., L-2713
