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BOOK 1298 PAGE 497

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

KINGSBRIDGE II

THIS DECLARATION, made on the date hereinafter set forth by Robert F. Youngblood Construction Company, a North Carolina corporation, hereinafter collectively referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Swansboro Township, County of Onslow, State of North Carolina, which is more particularly described as:

BEING all Lots except Lot 24, as shown on that plat entitled, "Final Plat, KINGSBRIDGE II, Section 2, Swansboro Township, Onslow County, NC", prepared by Pate Phillips and Associates, P.A., dated January 19, 1995 and recorded in Map Book 32, Page 203, Slide I-191, Onslow County Registry.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to KINGSBRIDGE II HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "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.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions hereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Eligible First Mortgage Holder" shall mean any holder of a first mortgage, who files with the secretary of the association, notice, that they are holding a mortgage on the lot.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 7. "Declarant" shall mean and refer to KINGSBRIDGE II, its successors and assigns if such successors or assigns should acquire more than five undeveloped Lot from the Declarant for the purpose of development.

BOOK 1298 PAGE 498

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. 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 provision:

- a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- b. The right of the Association to suspend the voting rights and right to use of 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;
- c. 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 and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members and 51% of the mortgage holders has been recorded.

Section 2. Delegation of Use. 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.

Section 3. Common Control Areas. The Association shall govern any and all repairs, replacements, maintenance and painting of the Common Control Areas.

Section 4. Filling of Lots. No lot shall be increased in size by filling in the waters or march on which it abuts without the prior written approval of the Architectural Committee and the appropriate State and Federal Agency.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every owner of a Lot which is subject to assessment 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.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A 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 determine, but in no event more than one vote be cast with respect to any Lot.

BOOK 1298 PAGE 499

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. 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, and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment to made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of any Common Area including the sewer system lines and pumps; and for the improvement and maintenance of any Common Control Area situated on the properties. In addition, sums shall be collected and amassed to establish a capital account for capital improvements and repairs to the properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be \$45.00 per Lot and may be paid monthly, quarterly or semi-annually in advance as determined by the association.

a. 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 each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

b. 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 ten (10%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

BOOK 1298 PAGE 500

c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. 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 two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on a monthly basis. However, notwithstanding this section or any other section contained herein, Declarant shall be obligated to pay only one-fourth (1/4th) of the Uniform Assessment provided the lot is unoccupied and has not been deeded by Declarant if improvements have been placed on the lot. Prior to the placement of improvements on the Lot, Declarant shall not be required to pay any assessment.

Section 7. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each 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. 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. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

BOOK 1298 PAGE 501

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) percent per annum or such other rate as the Association may determine. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien of Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first 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 assessments as to payments which became 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.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, 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 the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

EASEMENTS

Section 1. Utility and Drainage. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of drainage, sewer lines, sewer pumps, sewer plants, or which may obstruct or retard the flow of water.

Section 2. Emergency Repairs. The Association is hereby granted a permanent easement to enter any properties, including any individually owned Lot, for the sole purpose of effectuating emergency repairs.

BOOK 1298 PAGE 502

Section 3. Ingress and Egress. Each Lot owner shall have an unrestricted right of ingress and egress to their Lot. This right shall benefit and inure to the benefit of all future Lot owners.

Section 4. Common Area. Easements are also reserved over those portions of the Common Area that may be necessary or required to accommodate overhanging eaves or other cantilevered construction which may encroach upon the Common Area on the air and light space above such Common Area.

Section 5. Encroachment. Any and all encroachments and violations of less than one foot shall be deemed a minor violation and each owner or the Association shall be deemed to have granted an easement appurtenant to the violating lot for said encroachment.

ARTICLE VII

INSURANCE AND BONDS

Section 1. Hazard Insurance. The Association shall obtain and maintain a policy of property insurance in a sufficient amount to cover One Hundred (100%) percent of the replacement costs of all the common areas, except for those that are normally excluded from coverage, such as land, excavation, etc., with the premiums of said insurance being paid as a common expense. All Lot owners are required to maintain insurance policies on their individual Lots and all insurance policies shall be of a sufficient amount to cover One Hundred (100%) percent of the current replacement cost of all improvements that may be located on the Lot. The Association shall be furnished with a copy of the current insurance policies.

Section 2. Liability Insurance. The Association shall obtain and maintain a Comprehensive General Liability Insurance policy covering all common areas, public ways and other areas that are under its supervision. The policy shall provide coverage of at least \$500,000.00 for bodily injury and property damage for any single occurrence. The premium for said policy shall be paid by the Association.

Section 3. Flood Insurance. The Association shall obtain and maintain a Flood Insurance policy to cover any common area buildings or any other common area property which shall lie in a Special Flood Hazard area as defined by the Federal Emergency Management Agency. The amount of insurance should be at least the lesser of one Hundred (100%) percent of the current replacement cost of all buildings and other insurable property located in the flood hazard area or the maximum coverage available for the property under the National Flood Insurance Program. The premium for said insurance shall be paid as a common expense. In addition, Flood Insurance shall be obtained and maintained by any Lot Owner in an amount at least the lesser of One Hundred (100%) percent of the current replacement cost of all improvements and other insurable property totaled in the flood hazard area or the maximum coverage available for the property under the National Flood insurance Program.

Section 4. Fidelity Bond. The Association shall have Fidelity Bonds for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive

compensation for their services. A management agent that handles funds for the Association shall be covered by its own Fidelity Bond. Except for Fidelity Bonds that a management agent obtains for its personnel, all other bonds shall name the Association as an obligee and their premiums shall be paid by the Association as a common expense. The Fidelity Bonds shall be in a sufficient amount to cover the aggregate of the following:

- (a) the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force,
- (b) the sum of three (3) months assessments on all amounts in the projects, and
- (c) All reserve funds of the Association.

Section 5. Notice of Association and Mortgagees. All insurance policies and bonds must include a provision that calls for ten (10) days written notice to the Association and each holder of a first mortgage before the bond or insurance can be cancelled or substantially modified for any reason.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effects.

Section 3. Document Availability. The Association shall have current copies of the Declarations, By-Laws, and other rules concerning the project as well as its own books, records and financial statements available for inspection by Lot owners or by holders, insurers and guarantors of first mortgages that are secured by Lots and improvements within the development. These documents shall be available during normal business hours and under other reasonable circumstances. There shall be an annual audited statement prepared each year with copies made available to the Lot owner, and any holder, insurer or guarantor of any first Mortgage that is secured by a Lot within the development.

Section 4. Condemnation, Destruction or Liquidation. The Association will be deemed to represent the owners in any losses or proceeds from condemnation, destruction or liquidation of all or a part of the common areas and shall have the authority to negotiate, settle, and otherwise make agreements on behalf of all Lot owners and any and all sums payable shall be distributed to the Lot owners and their mortgage

BOOK 1298 PAGE 504

holders. Any and all funds shall be distributed to each of the Lot owners in equal shares. However, all first mortgage holders shall be given 10 days notice prior to any disbursements to the Lot owners.

Section 5. Limitation on Ability to Sell and Lease. No Lot owners right to sell, convey, transfer or mortgage his Lot shall be restricted.

Section 6. Annexation. Additional residential property, Common Area and Common Control Area may be annexed to the Properties with the consent of two-third (2/3) of each class of members. Additional land within the area described in Map Book 25, Page 224 and Deed Book 1209, Page 323, of the land records of Onslow County may be annexed by the Declarant without the consent of members.

Section 7. Mortgage Approval. The following actions will require the prior written approval of at least fifty one (51%) percent of the eligible mortgage holders: Annexation of additional properties, other than contained herein, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 8. Modification. 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 the Declarants or their successors in title and by the owner of not less than sixty (60%) percent of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarants own sixty (60%) percent or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals this the 12 day of ~~November~~^{April}, 1995.

ROBERT F. YOUNGBLOOD CONSTRUCTION COMPANY,
a North Carolina corporation

BY: Robert F. Youngblood
Robert F. Youngblood, President

ATTEST:

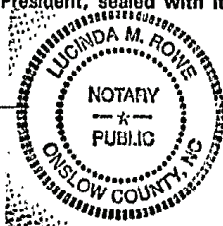
Jeanette A. Youngblood
Jeanette A. Youngblood, Secretary
(CORPORATE SEAL)
STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, a Notary Public of the County and State aforesaid, certify that Jeanette A. Youngblood, personally came before me this day and acknowledged that she is Secretary of ROBERT F. YOUNGBLOOD CONSTRUCTION COMPANY, a North Carolina 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 her as its Secretary.

WITNESS my hand and official seal, this 12 day of April, 1996.

My commission expires:
01/17/2000

Lucinda M. Rowe
Notary Public



BOOK 1298 PAGE 505

NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of _____

Lucinda M. Rowe

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in

Book 1298 Page 497 This 15th day of April.

19 96 A.D., at 8:40 o'clock A. M.

Mildred M. Rowan By _____
Register of Deeds, Onslow County Register of Deeds

APR 15 11 3:40

For amendment refer to Book 1442 Page 179-4-1-94

2/16
[Handwritten signature]

BOOK 1374 PAGE 26

Prepared by: LANIER & FOUNTAIN/lmr
114 Old Bridge Street
Jacksonville, NC 28540

1997 JUN -4 AM 11: 54

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

**DECLARATION OF RESTRICTIVE
COVENANTS FOR KINGSBRIDGE II**

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 4th day of June, 1997, by Robert F. Youngblood Construction Company, a North Carolina corporation, hereinafter called "Declarant".

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the Real Property described in Article I of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

ARTICLE I

SUBJECT 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 the numbered lots as shown on plat entitled "FINAL PLAT SURVEY FOR KINGSBRIDGE II, SECTION 3, SWANSBORO TOWNSHIP, ONSLOW COUNTY, NC," prepared by Pate Phillips and Associates, Inc., and recorded in Map Book 33, Page 124, Slide J-152, Onslow County Registry.

ARTICLE II

PURPOSES: No lot or lots shall be put to any use other than for residential purposes, except that any lot which is owned by Declarant may be used by the Declarant for a street or roadway.

ARTICLE III

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 Single family dwelling not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with general architectural design and construction standards used as the dwelling itself. This covenant shall not be construed as prohibiting the use of a new single family dwelling as a model home for sales purposes.

ARTICLE IV

DWELLING QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 1,650 square feet for a lot abutting to Queens Creek and 1,300 square feet for all other lots.

BOOK 1374 PAGE 27

ARTICLE V

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 8 feet to either such line. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat nor nearer than 10 feet to the rear lot line, and no garage or other permitted access or building shall be located nearer than 10 feet to the rear lot line. For the purposes of this covenant, eaves, and steps shall not be considered as part of a building provided, however, 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.

ARTICLE VI

NUISANCES: No noxious 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.

ARTICLE VII

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front ten feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The Declarant reserves for itself, its successors and 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.

ARTICLE VIII

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 commercial purposes. Any and all pets shall not be allowed on the premises unless same are under the direct control of the owner at all times and are not creating a nuisance to the other owners within the property.

ARTICLE IX

BUILDING PLANS AND SPECIFICATIONS: No dwelling or other building shall be erected upon any lot unless the plans and specification thereof meet or exceed the requirements of "minimum property standards for one and two living units". (FHA. No. 300), Federal Housing Administration.

ARTICLE X

ERECTION OF FENCES: No fences over four (4) feet in height shall be erected forward of the rear of the primary residential structure to be built on any lot. That portion of a residence fronting on the roadway shall be deemed the front of a dwelling for purposes of this restriction. No fences shall be allowed on any lot adjacent to Queens Creek without the prior written approval of Declarant.

BOOK 1374 PAGE 28

ARTICLE XI

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.

ARTICLE XII

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

ARTICLE XIII

TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding temporarily or permanently. No trailer, mobile home, camper or line vehicle shall be parked on any lot at any time for any purpose nor shall any vehicle be allowed to remain on any lot at any time for any purposes unless it is parked behind the lot at any time for any purposes unless it is parked behind the main dwelling structure or placed inside the carport or garage.

ARTICLE XIV

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

ARTICLE XV

TERM: These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which such time such Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part with the exception of Article XX.

ARTICLE XVI

ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or person violating or attempting to violate any covenant, either to restrain violations or to recover damages.

ARTICLE XVII

MODIFICATION: 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 the Declarant or its successors in title and by the owner of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarant owns sixty (60%) percent or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone.

BOOK 1374 PAGE 29

ARTICLE XVIII

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.

ARTICLE XIX

STORM WATER RUNOFF: No more than 2,500 square feet to any lot shall be covered by structures, inclusive of rights of way, and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials. This covenant is intended to insure continued compliance with storm water runoff rules by the State of North Carolina and therefore benefits may be enforced by the State of North Carolina.

ARTICLE XX

PLANS: No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, 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 the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

SIGNS: Signs cannot be placed on the property without the prior written consent of the architectural control committee. However, this provision shall in no way be interpreted in preventing the Declarant or its successors or assigns from placing "for sale" signs, "for rent" signs, or other such signs not exceeding 18 inches x 24 inches in diameter. This provision will not be applicable to the Declarant as it is allowed until such time as all lots within the subdivision are sold to place such "information" signs, "for sale" signs and other signs as it deems in its sole discretion as required.

STREET AND CLEAN UP DEPOSIT: That the architectural control committee shall have the right to require a deposit from any builder at the time of the plans being approved by the architectural control committee of up to \$500.00 per lot with a maximum amount of \$1,500.00 per builder. This fee shall be a deposit to ensure that damage does not incur to the streets and common areas during construction and to insure all debris is removed on any lot and upon completion of the construction and upon the issuance of a "Certificate of Occupancy" for the property, the money shall be refunded as long as no visible damage is done to the street and common areas that is directly contributable to the construction of the home or the delivery of materials to the construction site and all debris is removed from the site.

IN WITNESS WHEREOF, Kingsbridge II have caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, as of the day and year first above written.

ROBERT F. YOUNGBLOOD CONSTRUCTION COMPANY
a North Carolina corporation



Robert F. Youngblood (Seal)
Robert F. Youngblood, President

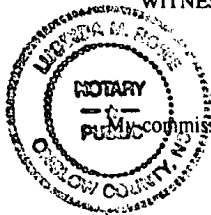
ATTEST:
Jeanette Youngblood (Seal)
Jeanette Youngblood, Secretary

BOOK 1374 PAGE 30

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, a Notary Public of the County and State aforesaid, certify that Jeanette A. Youngblood, personally came before me this day and acknowledged that she is Secretary of ROBERT F. YOUNGBLOOD CONSTRUCTION COMPANY, a North Carolina 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 her as its Secretary.

WITNESS my hand and official seal, this 4th day of June, 1997.



Lucinda M. Rowe
Notary Public

NORTH CAROLINA, ONSLOW COUNTY Lucinda M. Rowe
The foregoing certificate(s) of _____

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 1374 Page 26 This 4th day of June
19 97 A.D., at 11:54 o'clock A. M. _____
Michael M. Rowland By _____
Register of Deeds, Onslow County Register of Deeds

112

BOOK 1442 PAGE 179

Prepared by Lanier & Fountain/lmr

STATE OF NORTH CAROLINA

1998 APR -1 PM 4:12

COUNTY OF ONSLOW

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS FOR KINGSBRIDGE II, SECTION 3

THIS AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS made this the 1st day of April, 1998, by Robert F. Youngblood Construction Company, a North Carolina corporation with its principal office in Carteret County, North Carolina, and the undersigned Owners desire to amend a portion of the Restrictive Covenants, recorded in Book 1374, Page 26, Onslow County Registry, and described as Kingsbridge II, Section 3, as shown on a plat prepared by Pate Phillips and Associates, P.A., recorded in Map Book 33, Page 124, Slide J-152, Onslow County Registry.

WITNESSETH:

WHEREAS, Robert F. Youngblood Construction Company heretofore recorded Declaration of Restrictive Covenants for Kingsbridge II in Book 1374, Page 26 of the Onslow County Registry; and

WHEREAS, said Declaration of Restrictive Covenants as recorded aforesaid provided for minimum building requirements; and

WHEREAS, the undersigned now desires to amend said Declaration.

NOW, THEREFORE, in order for the foregoing, the undersigned do hereby covenant and agree with all persons, firms or corporations now owning or hereafter acquiring any portion of the real property described herein, that said real property shall be made subject to said Declaration of Restrictive Covenants as follows:

- 1. Amend ARTICLE V Dwelling Quality and Size as follows: The ground floor area of the main structure, excluding of one story porches and garages shall be 1,400 square feet for all lots other than those abutting to Queens Creek.

Except as modified as stated herein, the Declaration of Restrictive Covenants are hereby ratified by each of the undersigned.

BOOK 1442 PAGE 180

IN WITNESS WHEREOF, the undersigned have executed this Amendment to

Declaration of Restrictive Covenants for Kingsbridge II, Section 3.

ROBERT F. YOUNGBLOOD CONSTRUCTION COMPANY,
a North Carolina corporation

ATTEST:

BY:

Robert F. Youngblood
Robert F. Youngblood, President



Jeanette A. Youngblood
Jeanette A. Youngblood, Secretary
(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, a Notary Public of the County and State aforesaid, certify that Jeanette A. Youngblood, personally came before me this day and acknowledged that she is Secretary of Robert F. Youngblood Construction Company, a North Carolina 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 her as its Secretary.

WITNESS my hand and official seal, this 25th day of March, 1998.

Ronda Lambert, Notary
Carteret County, NC

MY COMMISSION EXPIRES 09-28-2002



BOOK 1442 PAGE 181

The undersigned hereby consents to the inclusion of the foregoing on Lot 38, Kingsbridge II, Section 3 and subject the lot to said restrictions.

Robert C. Query

ROBERT C. QUERY (SEAL)

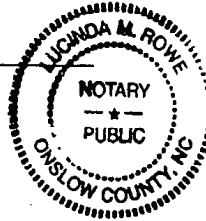
STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, a Notary Public in and for said County and State, do hereby certify that Robert C. Query personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 1st day of April, 1998.

Lucinda M. Rowe

Notary Public



My Commission Expires 1-17-2000

NORTH CAROLINA, ONSLOW COUNTY Lucinda M. Rowe
The foregoing certificate(s) of _____
Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 1442 Page 179 This 1st day of April
19 98 A.D., at 4:12 o'clock P M.
M. Thomas By _____
Register of Deeds, Onslow County Register of Deeds

[Handwritten signature]

BOOK 1479 PAGE 111

Prepared by Lanier & Fountain/sll

1998 AUG 19 11 07

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO KINGSBRIDGE II

THIS AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this the 19th day of August, 1998, by Robert F. Youngblood Construction Company, a North Carolina Corporation the successor to the Developers of Kingsbridge II, pursuant to the Master Declaration of Covenants, conditions and Restrictions, Kingsbridge II (hereinafter called "Protective Covenants") and filed for record in the office of the Register of Deeds of Onslow County in Book 1222 Page 974 et esq. as amended, is hereby made and promulgated by Robert F. Youngblood Construction Company the owners of the real property added hereto and submitted to the aforementioned Master Declaration (Kingsbridge II being the Declarant therein), in accordance with the provision of said Master Declaration of Covenants, Conditions and Restrictions to Kingsbridge II and the By-Laws attached thereto.

The amendments made and promulgated hereby are as follows:

1. The description of the land contained in said Master Declaration of Covenants, conditions and Restrictions is hereby amended to include the following described property, to same extent as if set forth in the original Master Declaration of Covenants, Conditions and Restrictions:

Being all of Lots 35-45 as shown on a plat entitled "Kingsbridge II Section 3" as prepared by Pate Phillips and Associates, P.A. as recorded in Map Book 33 Page 124 Onslow County Registry.

All other provisions, restrictions and covenants contained in the Master Declaration of Covenants, Conditions and Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Kingsbridge II.

BOOK 1479 PAGE 112

ROBERT F. YOUNGBLOOD CONSTRUCTION COMPANY,
a North Carolina corporation

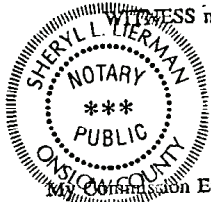
BY: Robert F. Youngblood (SEAL)
Robert F. Youngblood, President

ATTEST:
Jeanette A. Youngblood
Jeanette A. Youngblood, Secretary
(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, a Notary Public of the County and State aforesaid, certify that Jeanette A. Youngblood, personally came before me this day and acknowledged that she is Secretary of Robert F. Youngblood Construction Company, a North Carolina 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 her as its Secretary.

WITNESS my hand and official seal, this 19th day of August, 1998.



Sheryl L. Lierman
Notary Public

1998 AUG 19 PM 5:07

NORTH CAROLINA, ONSLOW COUNTY Sheryl L. Lierman
The foregoing certificate(s) of _____

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 1479 Page 111 This 19th day of August
19 98 A.D., at 9:47 o'clock A. M.
M. Howard M. Howard By _____
Register of Deeds, Onslow County Register of Deeds

4
46B


 Doc ID: 009737510004 Type: CHP
 Recorded: 05/09/2012 at 09:28:11 AM
 Fee Amt: \$26.00 Page 1 of 4
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
BK 3775 PG 552-555

Prepared by Lanier Fountain & Ccruzzi/jlt

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF KINGSBRIDGE II**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF KINGSBRIDGE II made this the 9 day of May, 2012, by Robert F. Youngblood Construction Company, a North Carolina Corporation, the successor to the Developers of Kingsbridge II, pursuant to the Master Declaration of Covenants, Conditions, and Restrictions, Kingsbridge II, hereinafter called "Restrictive Covenants," desires to amend the Restrictive Covenants recorded in Book 1222, Page 974, and Book 1223, Page 665, Book 1240, Page 562, Book 1274, Page 438, Book 1274, Page 442, Book 1294, Page 721, Book 1298, Page 497, Book 1374, Page 26, Book 1442, Page 179, Book 1479, Page 111, Onslow County Registry,

WITNESSETH:

WHEREAS, the undersigned now desires to amend said Restrictive Covenants as follows:

I. The description of the land contained in said Restrictive Covenants is hereby amended to include the following described property to the same extent as if set forth in the original Restrictive Covenants:

Being all of Lots 1-41 as shown on that plat entitled "Final Plat for Robert Youngblood Kingsbridge II, Section 4, Lots 1-41" dated 04/15/2012, and recorded in Map Book 64, Page 67, Onslow County Registry.

The following amended sections shall apply to the above described property only. All other provisions, restrictions, and covenants contained in the original Restrictive Covenants and

its subsequent amendments shall remain in full force and effect as to all property of Kingsbridge II:

II. **LAND 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 Single family dwellings not to exceed two and one-half stories in height. A private garage, which may contain living quarters for occupancy by domestic servants of the lot occupant only, are allowed provided that the same is constructed in line with general architectural design and construction standards used with the dwelling itself and attached to the dwelling. This covenant shall not be construed as prohibiting the use of a new single family dwelling as a model home for sales purposes.

III. **DWELLING QUALITY AND SIZE:** The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 2,000 square feet for a lot abutting to Queens Creek and 1,600 square feet for all other lots.

IV. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front ten feet of each lot. Within these easements no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The Grantees reserve for themselves, their successors, and 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 herein, for the installation and maintenance of poles, lines, conduits, pipes, and other equipment necessary to or useful for furnishing electric power, gas, telephone, cable, drainage, or other utilities including water and sewer service.

V. **STREET MAINTENANCE:** Kingsbridge II Homeowners Association, Inc. shall be responsible for the maintenance of the streets and shoulders of said streets.

VI. **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 commercial purposes. Any and all pets shall not be allowed on the premises unless same are under the direct control of the owner at all times and are not creating a nuisance to the other owners within the property. Vicious animals or exotic pets are not allowed. Dogs that are known to present a hazard per the insurance industry are not permitted, and are as follows:

- Pit-bull
- Staffordshire Terrier
- Doberman Pincher
- Rottweiler
- Chow
- Any animal with a bite history
- Any mixed breed with these traits or other breeds of a known aggressive nature

VII. **ERECTION OF FENCES:** For lots not abutting Queen's Creek, no fences over four (4) feet in height shall be erected forward of the rear of the primary residential structure shall be allowed. That portion of a residence front on the roadway shall be deemed the front of a dwelling for purposes of this restriction. For properties abutting on Queen's Creek, fences shall be located on the rear of the lot (water side) to the back corners of the structure and shall be made of anodized aluminum and shall not exceed the height required by the North Carolina State Building Code for fences surrounding residential swimming pools.

VIII. **SIGHT DISTANCE AT INTERSECTIONS:** No fences, 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 75 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 upon any lot within 10 feet from the intersection of a street property lines with the edge or a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

IX. **TEMPORARY STRUCTURES:** No structure of temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be allowed temporarily or permanently. No trailer (with the exception of boat trailer) mobile home, camper, or line vehicle shall be parked and/or placed on any lot at any time for any purpose nor shall any vehicle be allowed to remain on any lot at any time for any purposes unless it is parked behind the main building structure or placed inside the carport or garage.

X. **DRAINAGE:** All driveways shall have drainage tile in the street ditches installed prior to construction and must be maintained in good working condition in order to protect roads and property. Drainage tiles must be made of concrete and be 32 feet long and a minimum of 15 inches in diameter sufficient to size to handle run off for the location.

XI. **SEWAGE:** All sewage systems served by the community sewage systems shall be installed by a contractor licensed by the State of North Carolina with PU (water and sewage) classification. Property owners shall be responsible for sewage service in all circumstances including periods of times when property may be rented, leased, or vacant. Sewage service is provided on availability basis, not usage, and therefore sewage service rates apply to unoccupied dwellings. Sewage service fees are billed and due in advance quarterly. Past due accounts will be subject to disconnection and prior to reconnection all past due amounts including late fees and reconnection fees shall be required to be brought current.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand and seal, this the 9 day of May, 2012.

Robert F. Youngblood Construction Company

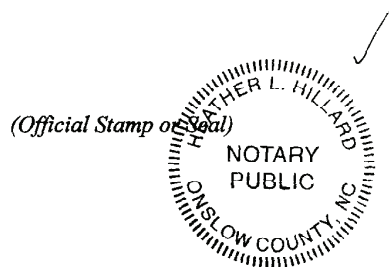
BY: Jeannette A. Youngblood (SEAL)
Secretary/Treasurer

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Jeannette A. Youngblood personally came before me this day and acknowledged that he/she is the Secretary/Treasurer of Robert F. Youngblood Construction Company, a North Carolina 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 him/her as its Secretary.


Witness my hand and official stamp or seal, this the 9 day of May, 2012.



Heather L. Hillard
Notary Public

My Commission Expires: 3-12-2016

Youngblood


 Doc ID: 010037540002 Type: CRP
 Recorded: 09/13/2012 at 12:33:58 PM
 Fee Amt: \$26.00 Page 1 of 2
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
 BK **3848** PG **927-928**

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF KINGSBRIDGE II**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF KINGSBRIDGE II made this the 13 day of September, 2012, by Robert F. Youngblood Construction Company, a North Carolina Corporation, the successor to the Developers of Kingsbridge II, pursuant to the Master Declaration of Covenants, Conditions, and Restrictions, Kingsbridge II, hereinafter called "Restrictive Covenants," desires to amend the Restrictive Covenants recorded in Book 1222, Page 974, and Book 1223, Page 665, Book 1240, Page 562, Book 1274, Page 438, Book 1274, Page 442, Book 1294, Page 721, Book 1298, Page 497, Book 1374, Page 26, Book 1442, Page 179, Book 1479, Page 111, Book 3775, Page 552, Onslow County Registry,

WITNESSETH:

WHEREAS, the undersigned now desires to amend said Restrictive Covenants as follows:

I. The description of land contained in said Restrictive Covenants is hereby amended to include the following described property to the same extent as if set forth in the original Restrictive Covenants and all Amendments.

Being all of Lot 42 as shown on that plat entitled "Final Plat for Robert Youngblood Kingsbridge II, Section 4, Lot 42" dated 8-24-12 and recorded in Map Book 65, Page 50, Onslow County Registry. Except as modified herein:

All provisions of the original Declaration is amended herein shall remain in full force and effect by virtue of this document, and the original Declaration is hereby ratified and incorporated by reference.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand and seal, this
the ___ day of September, 2012.

Robert F. Youngblood Construction Company

BY: *Jeanette Youngblood* (SEAL)
Secretary/Treasurer

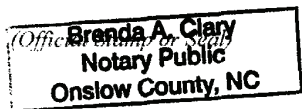
STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

I, the undersigned, a Notary Public of the County and State aforesaid, certify that
Jeanette Youngblood personally came before me this day and acknowledged
that he/she is the Secretary/Treasurer of Robert F. Youngblood Construction Company, a
North Carolina corporation, and that by authority duly given and as the act of the
corporation, the foregoing instrument was signed in its name by its Secretary/Treasurer.

Witness my hand and official stamp or seal, this the *13th* day of *September*, 2012.

Brenda A. Clary
Notary Public



My Commission Expires: *10-26-13*

2
Youngblood



Doc ID: 010037550002 Type: CRP
Recorded: 09/13/2012 at 12:35:18 PM
Fee Amt: \$26.00 Page 1 of 2
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds

BK **3848** PG **929-930**

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF KINGSBRIDGE II**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF KINGSBRIDGE II made this the ¹³~~14~~ day of September, 2012, by Robert F. Youngblood Construction Company, a North Carolina Corporation, the successor to the Developers of Kingsbridge II, pursuant to the Master Declaration of Covenants, Conditions, and Restrictions, Kingsbridge II, hereinafter called "Restrictive Covenants," desires to amend the Restrictive Covenants recorded in Book 1222, Page 974, and Book 1223, Page 665, Book 1240, Page 562, Book 1274, Page 438, Book 1274, Page 442, Book 1294, Page 721, Book 1298, Page 497, Book 1374, Page 26, Book 1442, Page 179, Book 1479, Page 111, Book 3775, Page 552, Book ~~3848~~, Page ~~929-930~~ Onslow County Registry,

WITNESSETH:

WHEREAS, the undersigned now desires to amend said Restrictive Covenants as follows:

I. DWELLING QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 1600 square feet for a lot abutting to Queens Creek and 1250 square feet for all other lots.

Except as modified herein:

All provisions of the original Declaration is amended herein shall remain in full force and effect by virtue of this document, and the original Declaration is hereby ratified and incorporated by reference.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand and seal, this the 13 day of September 2012.

Robert F. Youngblood Construction Company

BY: *Jeanette Youngblood* (SEAL)
Secretary/Treasurer

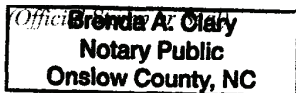
STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

I, the undersigned, a Notary Public of the County and State aforesaid, certify that *Jeanette Youngblood* personally came before me this day and acknowledged that he/she is the Secretary/Treasurer of Robert F. Youngblood Construction Company, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him/her as its Secretary/Treasurer.

Witness my hand and official stamp or seal, this the 13th day of September, 2012.

Brenda A. Olary
Notary Public



My Commission Expires: 10-26-13