

BOOK 1767 PAGE 001

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Prepared by: SIMS & STROUT, Attorneys at Law
825 Gum Branch Road, Suite 103
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2001 OCT 24 PM 12:15

NORTH CAROLINA
ONSLow COUNTY RESTRICTIVE COVENANTS
(SF/WOA)

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made the 19th day of October, 2001, by LIVE OAK PARTNERSHIP, A NORTH CAROLINA GENERAL PARTNERSHIP COMPOSED OF CHARLES E. FRANKLIN AND THOMAS FRANKLIN, whose address is 237 Western Blvd., Jacksonville, North Carolina 28540, hereinafter called "Declarant."

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real property described in paragraph 1 of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, Declarant hereby declares that the real property in and referred to in Paragraph 1 hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

1. DESCRIPTION OF REAL PROPERTY:

The real property which is, and shall be held, transferred, sold and conveyed Subject to the protective covenants set forth in the articles of this Declaration is located in the County of Onslow, State of North Carolina, and is more particularly described as follows:

BEING all lots, inclusive, as shown on that plat entitled "LIVE OAK ESTATES" Section II, as recorded in Map Book 41, Page 195, of the Onslow County Public Registry.

2. GENERAL RESTRICTIONS

Section 1. Residential Use: No lot, lots, or portions thereof shall be put to any use Other than for residential purposes, except that any lot may be dedicated by the Declarant for a street or roadway. No structure shall be erected, altered, placed or permitted to remain on any Lot other than a single, one (1) family dwelling not to exceed three (3) stories in height, (which may include separate living quarters for one or more members of the owners' family or relative), a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, provided that the same are constructed in line with general architectural design and construction standards used as the dwelling itself. Each dwelling shall contain a minimum of 1200 heated square feet, and if two-story, the first floor shall contain a minimum of 600 square feet. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales/rental purposes.

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

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Section 3. Building Location: No building, residence, garage or other permitted accessory building shall be located on any lot nearer to the front line, any side street line, interior or rear lot line, than as shown on the recorded plat. For the purpose of this covenant, eaves, steps, open porches, and carports shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten (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.

Section 4. Nuisances: No noxious, offensive, or illegal activity shall be carried on or conducted upon any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood. All Lots, whether occupied or unoccupied, shall be well-maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted to remain on a Lot. No automobile, other vehicle(s), motorcycles(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage. Declarant, its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so. The Declarant may contract for, and assess to owner, any maintenance necessary to enforce his covenant.

Section 5. Animals: No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept provided that said pet shall not exceed fifty (50) pounds in weight and are not kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot. Notwithstanding the above and anything contained elsewhere herein to the contrary, horses and structures necessary to house and care for horses shall be allowed on Lots 10 through 13, inclusive, however, said horses and structures shall be maintained at least 400 feet from the front lot line. 052394

Section 6. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be burned or disposed of on any Lot and shall be kept in sanitary containers approved by the Architectural Control 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 Control Committee and, in any event, shall be kept in an enclosed area not subject to view from any person, from any direction. The Declarant reserves the right for itself, its successors and assigns, to contract for garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same.

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

Section 8. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 9. Mailboxes: All mailboxes shall retain the same style, design, color and location of the mailbox as originally provided at construction of any residence. The Architectural Control 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 Control Committee prior to installation or replacement. By accepting added to any subject property, owner gives the Architectural Control Committee the right to remove any nonapproved mailbox in a reasonable manner; all costs for same shall be paid by owner, any all damages against the Architectural Control Committee are waived.

Section 10. Signs: No sign, billboard, or other advertising of any kind, including without limitation professionally prepared "for sale" and "for rent" signs, shall be placed or erected on any Lot, right of way or Common Area save and except a professionally prepared "for sale" or "for rent" sign not to exceed six (6) square feet in size. Although approval by the Architectural Control Committee is not required prior to the display of such signs, the Architectural Control 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 Control 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 a advertising as set out in any Supplemental Declaration. Nothing herein shall prohibit any sign erected by the Declarant or its assigns.

Section 11. Antennas: There shall be no exterior antenna of any kind of receiving and/or sending of T.V., radio or other signals unless same have first been approved by the Architectural Control Committee. In any event, it shall not be viewable from any other lot.

Section 12. Driveways/Parking: All driveways constructed on any Lot shall be paved with either asphalt, stone, or concrete. An owner shall provide a minimum of one (1) paved off-street parking space(s), excluding garage space(s) and shall provide at least one per automobile or other vehicle owned and regularly used at the Lot. On street parking is prohibited except for temporary, short gatherings. 052394

Section 13. Subdivision: No lot shall be subdivided if the result of each subdivision is separate ownership of less than a whole lot; provided, however, that the Declarant, its successors or assigns, reserves the right to make minor boundary line adjustments between lots so long as said adjustment does not exceed ten percent (10%) of the total area of a given lot; and further provided that one lot may be combined with another lot or lots or a portion thereof to create a larger lot, in which case these Restrictive Covenants shall be construed to apply to the larger lot so created.

Section 14. Vehicles, Boats, Storage, Travel Trailers, etc.: No vehicle without current inspection sticker, vehicle over 5000 pounds empty weight, camper trailer, motor homes or bus shall be parked overnight on any lot except in an enclosed garage; provided, however, guests of an owner may so park such vehicle for a period not to exceed seven (7) days each calendar year. A pleasure boat on its trailer may be parked and raw firewood, bicycles, motorcycles, or other items may be stored only on that part of any lot away from the street lying beyond the front line of the house so that it is not viewable from any street. No automobile, other vehicle(s), motorcycle(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage.

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

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

intentionally damaged on any Lot unless first approved by Architectural Control Committee.

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

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

Section 19. Fence Minimum Requirements: No fences over six (6) feet in height shall be constructed on any lot. No fence shall be erected between any building and street right of way. Any portion of any fence which can be viewed from the street right of way shall be of an ornamental nature. The term fence shall include but not be limited to, a wall, fence, landscaping, berm, or hedge, which act as a fence or privacy or security inducing structure. Architectural review requirements must be met prior to construction of any fence.

Section 20. Street Lighting Agreement: The developer reserves the right to subject the real property in this subdivision to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

3. ARCHITECTURAL CONTROL COMMITTEE:

Section 1. Except for original and initial construction and subsequent modification of improvements by the Declarant on any Lot which such construction is and shall be exempt from the provisions of this provision, no building, wall, fence, landscaping, berm or hedge which act as a fence or privacy inducing structure, pier, dock, ornamentation, or other structure or improvements of any nature shall be erected, place or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Committee have been approved in writing by the Architectural Control 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 the, may be based on any ground, including purely aesthetic grounds which in the sole and uncontrolled discretion of said Architectural Control Committee deem sufficient. Any change in the appearance of any building, wall, fence or other structure or improvements an any change in the appearance of the landscaping (except the planting of flowers and shrubs indigenous to the area), shall be deemed an alteration requiring approval. The Architectural control 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.

Section 2. (a) Within 30 days after receipt of all required information, the Architectural Control Committee shall submit in writing to the owner of the lot a response stating whether or not the requested improvements are approved. Unless a response is given by the Architectural Control Committee within 30 days, the plan shall be deemed approved. The response of the Architectural Control Committee may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate and the 30 day time period for response shall only commence upon the receipt of the requested additional information. Conditional approvals may be granted and if approval with conditions is granted and thereafter construction begins, the construction shall be deemed approved by the owner of the lot of the conditions imposed.

(b) Refusal of approval of plans, specifications and plot plans or any of them may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall deem sufficient.

The Architectural Control Committee shall make the following affirmative finds before any plans are approved:

- (1) That the improvements sought to be constructed will not have a negative economic impact on any other lot within the subdivision.
- (2) That all required specific buildings standards and other conditions contained within the Restrictive Covenants, By Laws and other subdivisions documents have been met.
- (3) That the improvements are architecturally compatible with proposed or constructed improvements on other lots within the subdivision.
- (4) That the natural features of the lot have been retained to the maximum extent possible.

Section 3. 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 Control Committee, but prior approval by the Architectural Control Committee shall be necessary before any such exterior finishing color is changed.

Section 4. Until such time as the sale of the last numbered lot in the subject property is evidenced by the recordation of a deed therefore, all rights, privileges, powers and authority granted herein to the initial Architectural Control Committee, to whom the specific power to act hereunder is expressly conveyed, shall be exercised by Declarant, its successors or assigns. In the event of the dissolution of Declarant or the failure of Declarant to specifically assign the rights, privileges, powers and authority hereunder prior to the sale of the last numbered lot in the subdivision known as the subject property, then any owner may provide notice to each owner by registered mail of a meeting to be held not less than 30 days thereafter, where the owners may elect, by a majority vote of those present and a quorum having been obtained, and Architectural Control Committee. The said committee shall be composed of three (3) owners and who shall serve until the next meeting. At any time after the initial meeting, the individual owners of record of three (3) lots may call a meeting to be held after 30 days notice by registered mail to all of the other said lot owners of record, and 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. A quorum for any meeting of individual lot owners shall be the owners of at least ten percent (10%) of the lots in the subdivision known as the subject property.

Section 5. A majority of the Architectural Control Committee may take any action said Committee is empowered to take, may designate a representative to act for the Architectural Control Committee, and may, upon the approval of the Board of Directors, employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor. The members of the Architectural Control Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control 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.

Section 6. Any requirement for registered mail service shall be complied with by mailing said notice to the address shown on the county tax records for the respective lot owner. ARCH-WOA.PAR (060193)

4. EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are Reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through a drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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The grantor reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over and along ten (10) feet off the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage or other utilities including water and sewer services.

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

5. GENERAL PROVISIONS:

Section 1. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years.

Section 2. Enforcement: In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the Association, its successors and assigns and the owners of the number lots in the subdivision, or any of them, jointly or severally, shall behave the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. Costs and reasonable attorney fees shall be recoverable by the Association as part of any judgment or order to enforce these Restrictive Covenants. 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.
ENFCMT 0020294

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

Section 3. Stormwater Runoff: No more than 5,000 square feet of any lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials, except that as to lots 10, 11, 12, and 13, no more than 10,000 square feet of any lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials. This covenant is intended to insure continued compliance with stormwater runoff rules adopted by the State of North Carolina and therefore benefits may be enforced by the State of North Carolina. 052394

Section 4. Modification of Restrictive Covenants: Except as to specific rights retained by Declarant, these restrictions are subject to being altered, modified, canceled 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 Declarant or their successors in title and by the owner of not less than ninety percent (90%) or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone. After the expiration of the initial twenty (20) year period,

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these restrictions are subject to being altered, modified, canceled 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 Register of Deeds of the County in which this Declaration is recorded.

Section 5. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or if corporate, 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, this the day and year first above written.

LIVE OAK PARTNERSHIP, A NORTH CAROLINA GENERAL PARTNERSHIP
Charles E. Franklin
CHARLES E. FRANKLIN, GENERAL PARTNER
Thomas Franklin
THOMAS FRANKLIN, GENERAL PARTNER

NORTH CAROLINA
COUNTY OF ONSLOW

I, a Notary Public of the aforesaid County and State, do hereby certify that CHARLES E. FRANKLIN AND THOMAS FRANKLIN, general partner of LIVE OAK PARTNERSHIP, a North Carolina Partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument.
Witness my hand and notarial seal, this 19 day of October, 2001.

Brenda J. Weaver
Notary Public
BRENDA J. WEAVER
NOTARY PUBLIC
ONSLOW COUNTY, N.C.
2001 OCT 24 PM 12:15

My Commission Expires:
8/3/2002

NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Brenda J. Weaver
Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1767 Page 1 This 24th day of October 2001 AD at 12:15 o'clock P. M.
Michael D. Howard By _____
Register of Deeds, Onslow County Register of Deeds

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 Doc ID: 002161430007 Type: CAP
 Recorded: 11/16/2008 at 11:11:34 AM
 Fee Amt: \$32.00 Page 1 of 7
 Onslow County, NC
 Mildred M Thomas Register of Deeds
 BK 2770 PG 609-615

Prepared by: Glenn O'Keith Fisher
 Attorney at Law
 2505 Henderson Drive
 Jacksonville, NC 28546

NORTH CAROLINA
 ONSLOW COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made the 18th day of October, 2006, by LIVE OAK PARTNERSHIP, A NORTH CAROLINA GENERAL PARTNERSHIP, hereinafter called "Declarant."

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real property described in paragraph 1 of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, Declarant hereby declares that the real property in and referred to in Paragraph 1 hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set for 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 Richlands Township, in the County of Onslow, State of North Carolina, and is more particularly described as follows:

BEING all of lots 61 through 75, and lots 113 through 120, inclusive, as shown on that plat entitled "LIVE OAKS ESTATES, SECTION III-B, PART I", as recorded in Map Book 52, Pages 3 and 3A, Slide L-1579 of the Onslow County Public Registry.

2. GENERAL RESTRICTIONS

Section 1. Residential Use: No lot, lots, or portions thereof shall be put to any use other than for residential purposes, except that any lot may be dedicated by the Declarant for a street or roadway. No structure shall be erected, altered, placed or permitted to remain on any lot other than a single, one (1) family dwelling not to exceed three (3) stories in height, (which may include separate living quarters for one or more members of the owners' family or relative), a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, provided that the same are constructed in line with general architectural design and construction standards used as the dwelling itself. Each dwelling shall contain a minimum of 1100 heated square feet, and if two-story, the first floor shall contain a minimum of 600 square feet. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales/rental purposes.

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

Section 3. Building Location: No building, residence, garage or other permitted accessory building shall be located on any lot nearer to the front line, any side street line, interior or rear lot line, than as shown on the recorded plat. For the purpose of this covenants, eaves, steps, open porches, and carports shall not be considered as a part of a building provided, however, that htis shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten (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 covenants.

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Section 5. Animals: No animals, livestock, or poultry of any kind shall be kept or maintained on any lot in any dwelling except that household pets (except as excluded below) may be kept provided that said pet is not kept for breeding or commercial purposes. No Pit Bull Terrier, Bull Terrier, Rottweiler, Siberian Husky, Akita, Alaskan Malamute, Chow, Doberman Pinscher, German Shepard or any mix thereof shall not be kept or maintained on any lot or in any dwelling. Any household pet shall not be allowed off the lot of the Owner of said pet unless said pet is attended and on a leash. Owners shall be solely and absolutely liable for the acts of an pet kept on their lot.

Section 6. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be burned or disposed of on any lot and shall be kept in sanitary containers approved by the Architectural Control 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 Control Committee and, in any event, shall be kept in an enclosed area not subject to view from any person, form any direction. The Declarant reserved the right 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.

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No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 9. 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 Control 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 Control 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 a advertising as set out in any Supplemental Declaration. Nothing herein shall prohibit any sign erected by the Declarant or its assigns.

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Section 11. Driveways/Parking: All driveways constructed on any lot shall be paved with either asphalt or concrete. An owner shall provided a minimum of one (1) paved off-street parking space(s), excluding garage space(s) and shall provide at least one per automobile or other vehicle owned and regularly used at the lot. On street parking is prohibited except for temporary, short gatherings.

Section 12. 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, reserved the right to make minor boundary line adjustments between lots so long as said adjustment does not exceed ten percent (10%) of the total area of a given lot; and further provided that one lot may be combined with another lot or lots or a portion thereof to create a larger lot, in which case these Restrictive Covenants shall be construed to apply to the larger lot so created.

Section 13. Vehicles, Boats, Storage, Travel Trailers, etc.: No vehicle without current inspection sticker, vehicle over 5000 pounds empty weight, camper trailer, motor homes or bus shall be parked overnight on any lot except in an enclosed garage; provided, however, guests of an owner may so park such vehicle for a period not to exceed seven (7) days each calendar year. A pleasure boat on its trailer may be parked and raw firewood, bicycles, motorcycles, or other items may be stored only on that part of any lot away from the street lying beyond the front line of the house so that it is not viewable from any street. No automobile, other vehicle(s), motorcycle(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage.

Section 14. Window Appearance: All draperies or other window dressings viewable from the exterior of a dwelling unit shall be white or off white or in lieu thereof shall have white lining.

Section 15. Trees: Except as to development or construction by Declarant, or as may be approved by the Architectural Control Committee, no tree four (4") inches in diameter at any location on said tree or ten feet (10') in height shall be cut, removed or intentionally damaged on any lot unless first approved by Architectural Control Committee. The Architectural Control Committee Shall have the authority to access a penalty of up to \$500.00 for each such tree cut, removed or intentionally damaged and access said amount against the lot.

Section 16. Swimming pools: Outdoor swimming pools, hot tubs, Jacuzzi's, and other similar facilities may be located on a lot only after the Architectural Control Committee approval, and shall be screened and fenced. All such improvements shall be subject to approval and compliance with all governmental laws and regulations.

Section 17. Clotheslines: Clotheslines shall be not more than six (6) feet in height from the ground and shall not be viewable from the street, or shall be surrounded by a privacy fence approved by the Architectural Control Committee.

Section 18. Fence Minimum Requirements: No fences over four (4) feet in height shall be constructed on any lot and no privacy fences shall be allowed on any lot. No fence shall be erected between any building and street right of way. Any portion of any fence which can be viewed from the street right of way shall be of an ornamental nature. The term fence shall include but not be limited to, a wall, fence, landscaping, berm, or hedge, which act as a fence or privacy or security inducing structure. Architectural review requirements set forth herein must be met prior to construction of any fence.

Section 19. 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.

Section 20. Street Maintenance and Utility Easements: The builder and/or lot owners will be responsible for the shoulders and the ditches from the property line to the edge of the pavement during construction of houses. Once sold to the homeowner, each owner will be responsible for maintaining the shoulders and ditches from the right-of-way to the edge of the pavement. This includes mowing, additional seeding and/or any other maintenance required. All builders are responsible for sodding their ditches with Bermuda grass from the edge of the pavement back twenty feet. The ditch must be constructed to D.O.T. standard grade and shape until such time as D.O.T. adopts the roads and takes over responsibility.

3. ARCHITECTURAL CONTROL COMMITTEE:

Section 1. Except for original and initial construction and subsequent modification of improvements by the Declarant on any lot which such construction is and shall be exempt from the provisions of this provision, no building, wall, fence, landscaping, berm or hedge which act as a fence or privacy inducing structure, pier, dock, ornamentation, or other structure or improvements of any nature shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Committee have been approved in writing by the Architectural Control 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 plots plans, or any of the, may be based on any ground, including purely aesthetic grounds which in the sole and uncontrolled discretion of said Architectural Control 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 (except the planting of flowers and shrubs indigenous to the area), shall be deemed an alteration requiring approval. The Architectural Control 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.

Section 2. (A) Within 30 days after receipt of all information, the Architectural Control Committee shall submit in writing to the owner of the lot a response stating whether or not the requested improvements are approved. Unless a response is given by the Architectural Control Committee within 30 days, the plan shall be deemed approved. The response of the Architectural Control Committee may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate and the 30 day time period for response shall only commence upon the receipt of the requested additional information. Conditional approvals may

be granted and if approval with conditions is granted and thereafter construction begins, the construction shall be deemed approved by the owner of the lot of the conditions imposed.

(B) Refusal of approval of plans, specifications and plot plans or any of them may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall deem sufficient. The Architectural Control Committee shall make the following affirmative finds before any plans are approved:

- (1) That the improvements sought to be constructed will not have an negative economic impact on any other lot within the subdivision.
- (2) That all required specific buildings standards and other conditions contained within the Restrictive Covenants, By Laws and other subdivisions documents have been met.
- (3) That the improvements are architecturally compatible with proposed or constructed improvements on other lots within the subdivision.
- (4) That the natural features of the lot have been retained to the maximum extent possible.

Section 3. 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 Control Committee, but prior approval by the Architectural Control Committee shall be necessary before any such exterior finishing color is changed.

Section 4. Until such time as the sale of the last numbered lot in the subject property is evidenced by the recordation of a deed therefore, all rights, privileges, powers and authority granted herein to the initial Architectural Control Committee, to whom the specific power to act hereunder is expressly conveyed, shall be exercised by Declarant, its successors or assigns. In the event of the dissolution of Declarant or the failure of Declarant to specifically assign the rights, privileges, powers and authority hereunder prior to the sale of the last numbered lot in the subdivision known as the subject property, then any owner may provide notice to each owner by registered mail of a meeting to be held not less than 30 days thereafter, where the owners may elect, by a majority vote of those present and a quorum having been obtained, and Architectural Control Committee. The said committee shall be composed of three (3) owners and who shall serve until the next meeting. At any time after the initial meeting, the individual owners of record of three (3) lots may call a meeting to be held after 30 days notice by registered mail to all of the other said lot owners of record, and 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. A quorum for any meeting of individual lot owners shall be the owners of at least ten percent (10%) of the lots in the subdivision known as the subject property.

Section 5. A majority of the Architectural Control Committee may take any action said Committee is empowered to take, may designate a representative to act for the Architectural Control Committee, and may, upon the approval of the Board of Directors, employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor. The members of the Architectural Control Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control 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.

Section 6. Any requirement for registered mail service shall be complied with by mailing said notice to the address shown on the county tax records for the respective lot owner.

4. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through a drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The grantor reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over and along ten (10) feet off the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage or other utilities including water and sewer services.

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

5. GENERAL PROVISIONS:

Section 1. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of then (10) years.

Section 2. Enforcement: In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the Association, its successors and assigns and the owners of the number lots in the subdivision, or any of them, jointly or severally, shall 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. Costs and reasonable attorney fees shall be recoverable by the Association as part of any judgment or order to enforce these Restrictive Covenants. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

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

Section 3. Stormwater Runoff: No more than 10,131 square feet of any lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials. This covenant is intended to insure continued compliance with stormwater runoff rules adopted by the State of North Carolina and therefore benefits may be enforced by the State of North Carolina.

Section 4. Modification of Restrictive Covenants: Except as to specific rights retained by Declarant, these restrictions are subject to being altered, modified, canceled 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 Declarant or their successors in title and by the owner of not less than ninety percent (90%) or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone. After the expiration of the initial twenty (20) year period, these restrictions are subject to being altered, modified, canceled 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 Register of Deeds of the County in which this Declaration is recorded.

Section 5. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or if corporate, 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, this the day and year first above written.

LIVE OAK PARTNERSHIP, LLC
A NORTH CAROLINA GENERAL
PARTNERSHIP


CHARLES E. FRANKLIN, General Partner



THOMAS FRANKLIN, General Partner

NORTH CAROLINA
COUNTY OF ONSLOW

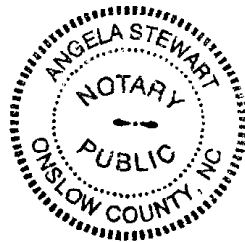
I, a Notary Public of the aforesaid County and State, do hereby certify that CHARLES E. FRANKLIN and THOMAS FRANKLIN, general partners of LIVE OAK PARTNERSHIP, LLC a North Carolina Partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

16th day of October

Witness my hand and notarial seal, this ~~14th~~ day of October, 2006.



Notary Public Angela Stewart

My Commission expires: 10/23/11



Fisher

Prepared by: Glenn O'Keith Fisher
Attorney at Law
2505 Henderson Drive
Jacksonville, NC 28546


Doc ID: 009456970008 Type: CRP
Recorded: 01/05/2012 at 11:52:46 AM
Fee Amt: \$26.00 Page 1 of 8
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3705 PG 185-192

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**NORTH CAROLINA
ONSLow COUNTY**

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made the 3 day of January, 2012, by FRANKLIN BROTHERS GENERAL CONTRACTING, INC., A North Carolina Corporation, hereinafter called "Declarant."

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real property described in paragraph 1 of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, Declarant hereby declares that the real property in and referred to in Paragraph 1 hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set for 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 Richlands Township, in the County of Onslow, State of North Carolina, and is more particularly described as follows:

BEING all of lots 80 through 99, inclusive, as shown on that plat entitled "LIVE OAK ESTATES, SECTION III-B, PART 3", as recorded in Map Book 61, Page 102, Slide M-1896, Onslow County Registry.

2. GENERAL RESTRICTIONS

Section 1. Residential Use: No lot, lots, or portions thereof shall be put to any use other than for residential purposes, except that any lot may be dedicated by the Declarant for a street or roadway. No structure shall be erected, altered, placed or permitted to remain on any lot other than a single, one (1) family dwelling not to exceed three (3) stories in height, (which may include separate living quarters for one or more members of the owners' family or relative), a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, provided that the same are constructed in line with general architectural design and construction standards used as the dwelling itself. Each dwelling shall contain a minimum of 1100 heated square feet, and if two-story, the first floor shall contain a minimum of 600 square

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

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

Section 3. Building Location: No building, residence, garage or other permitted accessory building shall be located on any lot nearer to the front line, any side street line, interior or rear lot line, than as shown on the recorded plat. For the purpose of this covenants, eaves, steps, open porches, and carports shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten (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 covenants.

Section 4. Nuisances: No noxious, offensive, or illegal activity shall be carried on or conducted upon any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood. All lots, whether occupied or unoccupied, shall be well-maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted to remain on a lot. No automobile, other vehicle(s), motorcycle(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage. Declarant, its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so. The Declarant may contract for, and assess to owner, any maintenance necessary to enforce his covenants.

Section 5. Animals: No animals, livestock, or poultry of any kind shall be kept or maintained on any lot in any dwelling except that household pets (except as excluded below) may be kept provided that said pet is not kept for breeding or commercial purposes. No Pit Bull Terrier, Bull Terrier, Rottweiler, Siberian Husky, Akita, Alaskan Malamute, Chow, Doberman Pinscher, German Shepard or any mix thereof shall not be kept or maintained on any lot or in any dwelling. Any household pet shall not be allowed off the lot of the Owner of said pet unless said pet is attended and on a leash. Owners shall be solely and absolutely liable for the acts of an pet kept on their lot.

Section 6. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be burned or disposed of on any lot and shall be kept in sanitary containers approved by the Architectural Control 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 Control Committee and, in any event, shall be kept in an enclosed area not subject to view from any person, from any direction. The Declarant reserved the right itself, its successors and assigns, to contract for garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same.

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

Section 8. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property

lines and a line connecting them at points twenty-five (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 withing ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement.

No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 9. 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 Control 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 Control 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 a advertising as set out in any Supplemental Declaration. Nothing herein shall prohibit any sign erected by the Declarant or its assigns.

Section 10. Antennas: There shall be no exterior antenna of any kind of receiving and/or sending of T.V., radio or other signals unless same have first been approved by the Architectural Control Committee.

Section 11. Driveways/Parking: All driveways constructed on any lot shall be paved with either asphalt or concrete. An owner shall provided a minimum of one (1) paved off-street parking space(s), excluding garage space(s) and shall provide at least one per automobile or other vehicle owned and regularly used at the lot. On street parking is prohibited except for temporary, short gatherings.

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4. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through a drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The grantor reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over and along ten (10) feet off the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage or other utilities including water and sewer services.

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

5. STORMWATER MANAGEMENT PERMIT:

The owner of any lot shall not perform or allow any actions to be performed upon their lot which would be in violation or cause a violation of any Stormwater Management Permit or other such permit upon the real property described herein. Any owner of a lot shall indemnify and hold the Declarant harmless from any loss, cost, claim, fee, fine, suit, damage or expense, including reasonable attorneys' fees, incurred by Declarant in the defense of any action against the Declarant as the holder of the Stormwater Management Permit upon the real property described herein if such action arises as a result of actions or permitted actions by the owner, their agents or assigns.

The Declarant (whether or not the Declarant is the owner of an interest in any Lot), any Lot owner and any party to whose benefit this Declaration inures, including but not limited to the State of North Carolina or its assignees with respect to any Stormwater Management Permit issued for the property, may proceed in law and in equity to prevent the violation or attempted violation of any term, covenant or provision of this Declaration, either to restrain violation or to recover damages for such violation and the court in such action may award the successful party said party's reasonable expenses and costs in prosecuting such action, including reasonable attorney's fees.

6. VARIANCES:

The Declarant reserves the right and the authority to allow further encroachment by any lot owner into the aforesaid front line, any side street line, interior or rear lot line, other setback lines or general utility easements described herein or shown on any recorded plat either prior to construction or to grant a variance as to any encroachment after the commencement or completion of construction. In addition, the Declarant may also vary the provisions of this Declaration regarding the height of the buildings provided such variance granted shall be in

conformity with the intent and purposes of the general development scheme of the subdivision and provided that the variance or adjustment shall not materially be detrimental or injurious to other property or improvements within the subdivision. When the Declarant has conveyed the last numbered lot in the subject property as evidenced by the recordation of a deed therefore, then the right to grant further encroachment into the setback lines and authority to grant variances for encroachments into said setbacks shall be given to the Architectural Control Committee as described herein.

7. GENERAL PROVISIONS:

Section 1. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of then (10) years.

Section 2. Enforcement: In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the Association, its successors and assigns and the owners of the number lots in the subdivision, or any of them, jointly or severally, shall behave the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. Costs and reasonable attorney fees shall be recoverable by the Association as part of any judgment or order to enforce these Restrictive Covenants. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

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

Section 3. Stormwater Runoff: No more than 10,131 square feet of any lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials. This covenant is intended to insure continued compliance with stormwater runoff rules adopted by the State of North Carolina and therefore benefits may be enforced by the State of North Carolina.

Section 4. Modification of Restrictive Covenants: Except as to specific rights retained by Declarant, these restrictions are subject to being altered, modified, canceled 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 Declarant or their successors in title and by the owner of not less than ninety percent (90%) or more of the subdivided lots. Notwithstanding the foregoing, so long as the Declarant is the owner of an interest in any lot in the subdivision, the Declarant may alter or amend these covenants without consent of anyone. After the expiration of the initial twenty (20) year period, these restrictions are subject to being altered, modified, canceled 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 Register of Deeds of the County in which this Declaration is recorded.

Section 5. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or if corporate, 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, this the day and year first above written.

FRANKLIN BROTHERS GENERAL
CONTRACTING INC., A North Carolina
Corporation

By: [Signature]
Thomas W. Franklin, President

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Thomas W. Franklin, President of Franklin Brothers General Contracting, Inc.

This the 3 day of January, 2012.

My commission expires: 04-23-2016

NOTARY SEAL

[Signature]
Notary Public
Ann Marie Morley
Typed or printed name of notary

