

BOOK 498 PAGE 621

NORTH CAROLINA:

ONSLow COUNTY:

THIS DECLARATION, made this the 23rd day of March, 1977 by Quick Insurance and Realty Company, a North Carolina corporation having its principal place of business in Jacksonville, Onslow County, North Carolina, hereinafter called the "Declarant;" Charles K. Penuel and Edward E. Penuel, partners, trading as Coastal Builders, a partnership, of Onslow County, North Carolina; TIM, Inc., Trustee for NCNB Mortgage Corporation, a corporation organized and existing under the laws of the State of North Carolina, having its principal place of business in Mecklenburg County, City of Charlotte, North Carolina.

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 are for the benefit of such property and for the owners 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; and,

WHEREAS, Charles K. Penuel and Edward E. Penuel, partners, trading as Coastal Builders, a partnership, acquired Lot No. 1, Montclair Park, Section III by deed recorded in Book 496, Page 773, Onslow County Registry; and,

WHEREAS, said Coastal Builders executed a note and deed of trust to NCNB Mortgage Company, and TIM, Inc., as Trustee, said deed of trust being recorded in Book 496, Page 775, Onslow County Registry; and,

WHEREAS, said Coastal Builders, TIM, Inc., as Trustee, and NCNB Mortgage Corporation are desirous of entering into this agreement for the purpose of subjecting said lot to the restrictions contained herein for the purposes provided herein;

NOW, THEREFORE, said Declarant hereby declares that the real property described and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the restrictive covenants as set forth below, and TIM, Inc., Trustee, and NCNB Mortgage Corporation hereby declare that the lien of said deed of trust referred to be subordinate to said protective covenants.

ARTICLE I. 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 White Oak Township, Onslow County, North Carolina and is more particularly described as follows:

Being all of Lot Nos. 1 through 11, inclusive, as shown on a map entitled, "Montclair Park, Section III," which map was prepared by Barden Lanier, Registered Surveyor, and recorded in Map Book 17, Page 34, Onslow County Registry.

ARTICLE II. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

ARTICLE III. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than Nine Thousand and no/100 (\$9,000.00) Dollars based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwelling shall be of a quality or workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than eight hundred (800) square feet for a one-story dwelling, nor less than eight hundred (800) square feet for a dwelling of more than one story.

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ARTICLE IV. BUILDING LOCATION: No building shall be located on any lot nearer than thirty-five (35) feet to the front lot line, or nearer than twenty-five (25) feet to any side street line. No building shall be located nearer than eight (8) feet to an interior lot line. There shall be allowed a ten (10%) percent tolerance in the set back line on both the front and side of each lot set forth above and any dwelling constructed so as not to extend beyond said set back line more than ten (10%) percent of the set back distance encroached shall not be in violation of these covenants. No side yard shall be required for a garage or other permitted accessory building located fifty (50) feet or more from the minimum set-back line. For the purpose of this covenant, eaves, steps and open porches 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.

ARTICLE V. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than twenty (20) feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than ten thousand (10,000) square feet.

ARTICLE VI. 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. It shall be the sole responsibility and duty of the owner of each lot or parcel of land described in Article I herein to maintain the drainage easement on said lot free from any obstruction and in a manner satisfactory to the Veterans Administration and Federal Housing Authority.

ARTICLE VII. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

ARTICLE VIII. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

ARTICLE IX. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No dogs or cats or other household pets may be kept for any purpose unless they are confined to the premises of the owner by means of a fence, or pen, or unless they are tied by a chain, rope or other securing device which does not extend beyond the premises of the owner.

ARTICLE X. TERM: The 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 said covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.

ARTICLE XI. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and waste shall not be kept except in sanitary containers, and no garbage incinerators shall be used on any residential lot.

ARTICLE XII. ENFORCEMENT: Enforcement shall be by proceeding at law, or in equity, against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

ARTICLE XIII. SEVERABILITY: Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any other provisions which shall remain in full force and effect.

ARTICLE XIV. It is understood and agreed and the grantees and all subsequent grantees expressly agree by the acceptance of the land within the above restricted area that any or all of the above restrictive covenants that are set forth as Articles III, IV, AND V may be released, changed, modified or amended by a majority vote of the property owners having frontage on the street involved on the area shown on the aforesaid plat; owners shall have one vote for each lineal foot owned.

IN TESTIMONY WHEREOF, the said Quick Insurance and Realty Company, TIM, INC., as Trustee, and NCNB Mortgage Corporation have caused these presents to be signed in their corporate names by their corporate officers and duly attested and have caused their corporate seals to be hereto affixed; and, the said Charles K. Penuel and Edward E. Penuel, partners, trading as Coastal Builders, a partnership have hereunto set their hands and affixed their seals, all as of the day and year first above written.

QUICK INSURANCE AND REALTY COMPANY
BY: [Signature]



ATTEST:
Shelby T. Lanier

TIM, INC.
Edward E. Penuel
vice President



ATTEST:
Donald H. Hudson
Secretary

NCNB MORTGAGE CORPORATION
Edward E. Penuel
vice President



ATTEST:
Thomas J. Brinson
Assistant Secretary

COASTAL BUILDERS
By: Charles K. Penuel
Charles K. Penuel, partner
By: Edward E. Penuel
Edward E. Penuel, partner

NORTH CAROLINA:
SONSLOW COUNTY

I, Elizabeth R. Binn, a Notary Public of the County and State aforesaid certify that Shelby T. Lanier, personally came before me this day and acknowledged that she is Secretary of QUICK INSURANCE AND REALTY COMPANY, a North Carolina corporation, and that 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 herself as its Secretary.

WITNESS my hand and official stamp or seal, this 13 day of

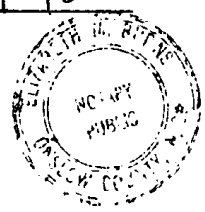
EB

BOOK 498 PAGE 624

April, 1977.

My Commission Expires: 3/12/80

[Signature]
Notary Public



NORTH CAROLINA:

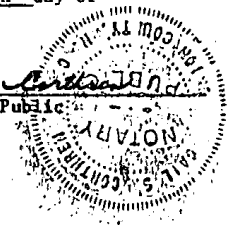
MECKLENBURG COUNTY:

I, Gail S. Cortthren, a Notary Public of the County and State aforesaid, certify that Deborah A. Henderson, personally came before me this day and acknowledged that she is Secretary of TIM, INC., a North Carolina corporation, and that by authority duly given and so the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by herself as its Secretary.

WITNESS my hand and official stamp or seal, this 8th day of April, 1977.

My Commission Expires: 6-10-80

[Signature]
Notary Public



NORTH CAROLINA:

MECKLENBURG COUNTY:

I, Gail S. Cortthren, a Notary Public of the County and State aforesaid, certify that C. Thomas Fennimore, personally came before me this day and acknowledged that he is Assistant Secretary of NCNB Mortgage Corporation, a corporation organized and existing under the laws of the State of North Carolina, and that by authority duly given and so the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by himself as its Asst. Secretary.

WITNESS my hand and official stamp or seal, this 8th day of April, 1977.

My Commission Expires: 6-10-80

[Signature]
Notary Public



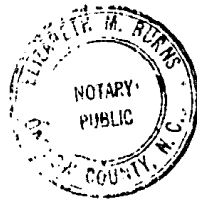
BOOK 498 PAGE 625

NORTH CAROLINA:

ONSLow COUNTY:

I, Elizabeth M. Burns, a Notary Public of the County and State aforesaid certify that Charles K. Penuel and Edward E. Penuel, partners, trading as Coastal Builders, a partnership, of Onslow County, North Carolina, personally appeared before me and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this the 13 day of April, 1977.
My Commission Expires: 3/12/80
[Signature]
Notary Public



NORTH CAROLINA, ONSLOW COUNTY.

The foregoing certificates of Elizabeth M. Burns and Gail S. Corthren are certified to be correct. This instrument was presented for registration and recorded in this office in Book 498, Page 621.

This 14 day of April, 1977 at 11:01 o'clock A.M.

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

Lanier

BOOK 509 PAGE 894

NORTH CAROLINA

ONslow COUNTY

THIS DECLARATION, made this the 31st day of August, 1977 by Quick Insurance and Realty Company, a North Carolina corporation having its principal place of business in Jacksonville, Onslow County, North Carolina, hereinafter called the "Declarant;" and James H. Smith, Trustee for Mortgage Corporation of the South, a corporation organized and existing under the laws of the State of Alabama, having its principal place of business in Jefferson County, City of Birmingham, Alabama.

W I T N E S S E T H:

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 are for the benefit of such property and for the owners thereof, and shall inure to the benefit of and pass 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; and,

WHEREAS, said Quick Insurance and Realty Company executed a note and deed of trust to Mortgage Corporation of the South, and James H. Smith, as Trustee, said deed of trust being recorded in Book 505, Page 317, Onslow County Registry; and,

WHEREAS, said Quick Insurance & Realty Company, James H. Smith as Trustee, and Mortgage Corporation of the South are desirous of entering into this agreement for the purpose of subjecting said lots to the restrictions contained herein for the purposes provided herein;

NOW, THEREFORE, said Declarant hereby declares that the real property described and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the restrictive covenants as set forth below, and James H. Smith, Trustee, and Mortgage Corporation of the South hereby declare that the lien of said deed of trust referred to be subordinate to said protective covenants.

ARTICLE I. 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 White Oak Township, Onslow County, North Carolina and is more particularly described as follows:

Being all of Section IV, Montclair Park, as shown on that certain map entitled "Montclair Park, Section IV, White Oak Twp., Onslow County, N. C., property of Quick Insurance & Realty Co.," prepared by Barden Lanier, R.L.S., Jacksonville, N.C., dated May 26, 1977 as recorded in Map Book 17, Page 52, Onslow County Registry.

ARTICLE II. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

ARTICLE III. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than Nine Thousand and no/100 (\$9,000.00) Dollars based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality or workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than eight hundred (800) square feet for a one-story dwelling, nor less than eight hundred (800) square feet for a dwelling of more than one story.

ARTICLE IV. BUILDING LOCATION: No building shall be located on any lot nearer than thirty-five (35) feet to the front lot line, or nearer than twenty-five (25) feet to any side street line. No building shall be located nearer than eight (8) feet to an interior lot line. There shall be allowed a ten (10%) percent tolerance in the set back line on both the front and side of each lot set forth above and any dwelling constructed so as not to extend beyond said set back line more than ten (10%) percent of the set back distance encroached shall not be in violation of these covenants. No side yard shall be required for a garage or other permitted accessory building located fifty (50) feet or more from the minimum set-back line. For the purpose of this covenant, eaves, steps and open porches 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.

ARTICLE V. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than twenty (20) feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than ten thousand (10,000) square feet.

ARTICLE VI. 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. It shall be the sole responsibility and duty of the owner of each lot or parcel of land described in Article I herein to maintain the drainage easement on said lot free from any obstruction and in a manner satisfactory to the Veterans Administration and Federal Housing Authority.

ARTICLE VII. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

ARTICLE VIII. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

ARTICLE IX. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No dogs or cats or other household pets may be kept for any purpose unless they are confined to the premises of the owner by means of a fence, or pen, or unless they are tied by a chain, rope or other securing device which does not extend beyond the premises of the owner.

ARTICLE X. TERM: The 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 said covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.

ARTICLE XI. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and waste shall not be kept except in sanitary containers, and no garbage incinerators shall be used on any residential lot.

ARTICLE XII. ENFORCEMENT: Enforcement shall be by proceeding at law, or in equity, against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

ARTICLE XIII. SEVERABILITY: Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any other provisions which shall remain in full force and effect.

ARTICLE XIV. It is understood and agreed and the grantees and all subsequent grantees expressly agree by the acceptance of the land within the above restricted area that any or all of the above restrictive covenants that are set forth as Articles III, IV, and V may be released, changed, modified or amended by a majority vote of the property owners having frontage on the street involved on the area shown on the aforesaid plat; owners shall have one vote for each lineal foot owned.

IN TESTIMONY WHEREOF, the said Quick Insurance and Realty Company, James H. Smith as Trustee, and Mortgage Corporation of the South have caused these presents to be signed in their corporate names by their corporate officers and duly attested and have caused their corporate seals to be hereto affixed.

QUICK INSURANCE AND REALTY COMPANY

By: [Signature]

ATTEST:

Shelby T. Lanier
Secretary



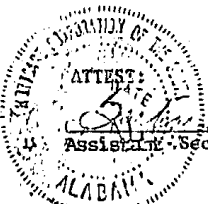
James H. Smith
James H. Smith, Trustee

MORTGAGE CORPORATION OF THE SOUTH

By: David L. Smith
David L. Smith
Senior Vice President

ATTEST:

[Signature]
Assistant Secretary

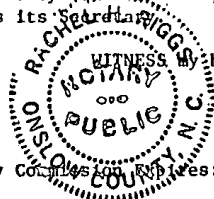


NORTH CAROLINA

ONSLOW COUNTY

I, Rachel H. Riggs, a Notary Public of the County and State aforesaid certify that Shelby T. Lanier personally came before me this day and acknowledged that she is Secretary of QUICK INSURANCE AND REALTY 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 herself as its

WITNESS my hand and official seal, this 12 day of ^{September}~~August~~, 1977.



Rachel H. Riggs
Notary Public

My Commission Expires: 7-15-81

NORTH CAROLINA

CUMBERLAND COUNTY

I, Marlene F. Hubbard, a Notary Public of the County and State aforesaid certify that James H. Smith personally came before me this day and acknowledged that he is Trustee in the above captioned deed of trust and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 31st day of August, 1977.

Marlene F. Hubbard
Notary Public

My Commission Expires: 10-19-79

BOOK 509 PAGE 897

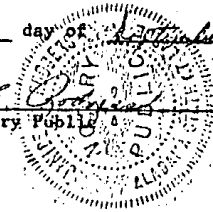
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, James E. Rodriguez, a Notary Public of the County and State aforesaid certify that Barbara H. Burch personally came before me this day and acknowledged that she is ASST. Secretary of Mortgage Corporation of the South, an Alabama corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by herself as its Asst. Secretary.

Witness my hand and official seal, this 6th day of September, 1977.

James E. Rodriguez
Notary Public



My Commission Expires: My Commission Expires December 18, 1980

NORTH CAROLINA, ONSLOW COUNTY.

The foregoing certificates of Rachel H. Riggs, Marlene F. Hubbard and Janice Rodgers are certified to be correct. This instrument was presented for registration and recorded in this office in Book 509, Page 894.

This 13 day of September, 1977 at 10:45 o'clock A.M.

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

3:46 P.M.
Recorded in Onslow County Registry at _____ on Apr. 10, 1978, in Book 524,
Page 253.

BOOK **524** PAGE **253**

NORTH CAROLINA:
ONSLow COUNTY:

DECLARATION OF COVENANTS

THIS DECLARATION, made this the 10th day of April, 1978, by North Carolina Traverse Bay Corporation organized and existing under the laws of the State of North Carolina, with its principal place of business in the City of Jacksonville, Onslow County, North Carolina hereinafter called the "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 the owners thereof, and shall inure to the benefit of 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 described in and referred to in Article I herein is and shall be held, transferred, sold and conveyed subject to the restrictive and protective covenants set forth below.

ARTICLE I. 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 White Oak Township, Onslow County, North Carolina, and is more particularly described as follows:

Being all of Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23 of Block P as shown on a map entitled "Montclair Park, Section V", said map prepared by Barden Lanier, R.L.S., and said map recorded in Map Book 18, Page 51, Onslow County Registry.

ARTICLE II. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. No automobiles or other motor vehicles that are not in operating condition shall be kept on the premises and nothing other than routine maintenance and repairs shall be performed on any motor vehicles on the premises.

ARTICLE III: DWELLING COST, QUALITY AND SIZE: No dwellings shall be permitted on any lot at a cost of less than Nine Thousand and no/100 (\$9,000.00) Dollars based upon cost levels prevailing on the date these Covenants are recorded, it being the intention and purpose of this Covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these Covenants are recorded at the minimum cost area of the main structure, exclusive of one-story open porches and garages, shall not be less than eight hundred (800) square feet for a one-story dwelling, nor less than five hundred (500) square feet on the first, or ground floor for a dwelling of more than one story.

ARTICLE IV. BUILDING LOCATION: No building shall be located on any corner lot nearer than twenty (20) feet to the front lot line, or nearer than twenty (20) feet to any side street line and no building shall be located on any other lot nearer than twenty-five (25) feet to the front lot line; it being the intention of the parties hereto that the minimum building line shown on the plat hereinabove referred to shall control all construction on the lots subject to these Covenants. No building shall be located nearer than eight (8) feet to an interior lot line. There shall be allowed a ten (10%) percent tolerance in the set back line on both the front and side of each lot set forth above and any dwelling constructed so as not to extend beyond said set back line more than ten (10%) percent of the set back distance encroached shall not be in violation of these Covenants. No side yard shall be required for a garage or other permitted accessory building located fifty (50) feet or more from the minimum set back line. For the purpose of this Covenant, eaves, steps, open carports and open porches shall not be considered 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. No fence shall be built on any lot which extends nearer the front lot line than the front portion of the house located on said lot.

ARTICLE V. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than fifty (50) feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than nine thousand (9,000) square feet.

ARTICLE VI. 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. It shall be the sole responsibility of and duty of the owner

of each lot or parcel of land described in Article I herein to maintain the drainage easement on said lot free from any obstruction and in a manner satisfactory to the Veterans Administration and Federal Housing Authority.

ARTICLE VII. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

ARTICLE VIII. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Fences shall be allowed on the premises so long as said fences comply with the provisions of Article IV of these Covenants and further so long as said fences are of a residential character, i.e. decorative wood, chain link, split rail, or other types designed for use in a single family dwelling residential neighborhood. No fences constructed of "poultry wire" or any other agricultural or industrial material shall be allowed.

ARTICLE IX. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No dogs or cats or other household pets may be kept for any purpose unless they are confined to the premises of the owner by means of a fence, or pen, or unless they are tied by a chain, rope, or other securing device which does not extend beyond the premises of the owner.

ARTICLE X. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and waste shall not be kept except in sanitary containers, and no garbage incinerators shall be used on any residential lot.

ARTICLE XI. WATER: There shall be no wells dug or installed on any said lots described in Article I for the purpose of supplying water for household uses. Said prohibited uses shall include, but shall not be limited to, drinking, cooking, washing, or bathing. Provided, however, that the restrictions contained in this Article shall be effective only so long as water and sewage services are available from a public utility company approved by the appropriate State or Federal agencies.

ARTICLE XII. UTILITY CONTRACTS: The developer reserves the right to subject the real property in this subdivision to a contract with Jones-Onslow Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Jones-Onslow Electric Membership Corporation by the owner of each building.

ARTICLE XIII. TERM: The 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 said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said Covenants in whole or in part.

ARTICLE XIV. ENFORCEMENT: Enforcement shall be by proceeding at law, or in equity, against any person or persons violating or attempting to violate any Covenants, either to restrain violation or to recover damages.

ARTICLE XV. SEVERABILITY: Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

ARTICLE XVI. It is understood and agreed and the grantees and all subsequent grantees expressly agree by the acceptance of the land within the above restrictive area that any or all of the above restrictive Covenants that are set forth as Articles III, IV, and V may be relocated, changed, modified, or amended by a majority vote of the property owners having frontage on the street involved on the area shown on the aforesaid plat; owners shall have one vote for each lot owned.

IN TESTIMONY WHEREOF, North Carolina Traverse Bay Corporation has caused these presents to be signed in its name by its President and its corporate seal to be hereto affixed, and attested by its Secretary, all by authority of its Board of Directors duly given, the day and year first above written.

NORTH CAROLINA TRAVERSE BAY CORPORATION

BY: Shirley H. Hester
Assistant Vice-President

ATTEST:
[Signature]
Secretary

NORTH CAROLINA:

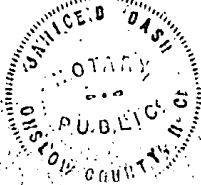
ONSLOW COUNTY:

This 10th day of April, 1978, before me, Janice B. Dash, a Notary Public, personally came Glenwood Haddock who, being by me duly sworn, says that he is Asst V- President of North Carolina Traverse Bay Corporation and that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that said writing was signed and sealed by him in behalf of the said corporation by its authority duly given. And the said Glenwood Haddock acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal, this 10th day of April, 1978.

Janice B. Dash
Notary Public

My Commission Expires: *January 11, 1983*



NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Janice B. Dash
and _____
Notary (ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 524 Page 253 This 10 day of April
1978 A. D. at 3:46 o'clock P. M.
M. Howard Register of Deeds, ONSLOW County _____ Register of Deeds

Recorded in Onslow County Registry at 11:28 on April 12, 1978, in Book 524, Page 367.

BOOK 524 PAGE 367

NORTH CAROLINA:
ONSLow COUNTY:

DECLARATION OF COVENANTS

THIS DECLARATION, made this the 10th day of April, 1978, by North Carolina Traverse Bay Corporation organized and existing under the laws of the State of North Carolina, with its principal place of business in the City of Jacksonville, Onslow County, North Carolina hereinafter called the "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 the owners thereof, and shall inure to the benefit of 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 described in and referred to in Article I herein is and shall be held, transferred, sold and conveyed subject to the restrictive and protective covenants set forth below.

ARTICLE I. 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 White Oak Township, Onslow County, North Carolina, and is more particularly described as follows:

Being all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 of Block R as shown on a map entitled "Montclair Park, Section VI" said map prepared by Barden Lanier, R. L. S., and said map recorded in Map Book 18, Page 52, Onslow County Registry.

ARTICLE II. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. No automobiles or other motor vehicles that are not in operating condition shall be kept on the premises and nothing other than routine maintenance and repairs shall be performed on any motor vehicles on the premises.

ARTICLE III: DWELLING COST, QUALITY AND SIZE: No dwellings shall be permitted on any lot at a cost of less than Nine Thousand and no/100 (\$9,000.00) Dollars based upon cost levels prevailing on the date these Covenants are recorded, it being the intention and purpose of this Covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these Covenants are recorded at the minimum cost area of the main structure, exclusive of one-story open porches and garages, shall not be less than eight hundred (800) square feet for a one-story dwelling, nor less than five hundred (500) square feet on the first, or ground floor for a dwelling of more than one story.

ARTICLE IV. BUILDING LOCATION: No building shall be located on any corner lot nearer than twenty (20) feet to the front lot line, or nearer than twenty (20) feet to any side street line and no building shall be located on any other lot nearer than twenty-five (25) feet to the front lot line; it being the intention of the parties hereto that the minimum building line shown on the plat hereinabove referred to shall control all construction on the lots subject to these Covenants. No building shall be located nearer than eight (8) feet to an interior lot line. There shall be allowed a ten (10%) percent tolerance in the set back line on both the front and side of each lot set forth above and any dwelling constructed so as not to extend beyond said set back line more than ten (10%) percent of the set back distance encroached shall not be in violation of these Covenants. No side yard shall be required for a garage or other permitted accessory building located fifty (50) feet or more from the minimum set back line. For the purpose of this Covenant, eaves, steps, open carports and open proches shall not be considered 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. No fence shall be built on any lot which extends nearer the front lot line than the front portion of the house located on said lot.

ARTICLE V. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than fifty (50) feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than nine thousand (9,000) square feet.

ARTICLE VI. 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. It shall be the sole responsibility of and duty of the owner

of each lot or parcel of land described in Article I herein to maintain the drainage easement on said lot free from any obstruction and in a manner satisfactory to the Veterans Administration and Federal Housing Authority.

ARTICLE VII. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

ARTICLE VIII. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Fences shall be allowed on the premises so long as said fences comply with the provisions of Article IV of these Covenants and further so long as said fences are of a residential character, i.e. decorative wood, chain link, split rail, or other types designed for use in a single family dwelling residential neighborhood. No fences constructed of "poultry wire" or any other agricultural or industrial material shall be allowed.

ARTICLE IX. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No dogs or cats or other household pets may be kept for any purpose unless they are confined to the premises of the owner by means of a fence, or pen, or unless they are tied by a chain, rope, or other securing device which does not extend beyond the premises of the owner.

ARTICLE X. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and waste shall not be kept except in sanitary containers, and no garbage incinerators shall be used on any residential lot.

ARTICLE XI. WATER: There shall be no wells dug or installed on any said lots described in Article I for the purpose of supplying water for household uses. Said prohibited uses shall include, but shall not be limited to, drinking, cooking, washing, or bathing. Provided, however, that the restrictions contained in this Article shall be effective only so long as water and sewage services are available from a public utility company approved by the appropriate State or Federal agencies.

ARTICLE XII. UTILITY CONTRACTS: The developer reserves the right to subject the real property in this subdivision to a contract with Jones-Onslow Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Jones-Onslow Electric Membership Corporation by the owner of each building.

ARTICLE XIII. TERM: The 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 said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said Covenants in whole or in part.

ARTICLE XIV. ENFORCEMENT: Enforcement shall be by proceeding at law, or in equity, against any person or persons violating or attempting to violate any Covenants, either to restrain violation or to recover damages.

ARTICLE XV. SEVERABILITY: Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

ARTICLE XVI. It is understood and agreed and the grantees and all subsequent grantees expressly agree by the acceptance of the land within the above restrictive area that any or all of the above restrictive Covenants that are set forth as Articles III, IV, and V may be released, changed, modified, or amended by a majority vote of the property owners having frontage on the street involved on the area shown on the aforesaid plat; owners shall have one vote for each lot owned.

IN TESTIMONY WHEREOF, North Carolina Traverse Bay Corporation has caused these presents to be signed in its name by its President and its corporate seal to be hereto affixed, and attested by its Secretary, all by authority of its Board of Directors duly given, the day and year first above written.

NORTH CAROLINA TRAVERSE BAY CORPORATION

BY: *Glenn Wood*
Assistant Vice-President

ATTEST:
John M. ...
Secretary
NORTH CAROLINA TRAVERSE BAY CORPORATION
CORPORATE SEAL

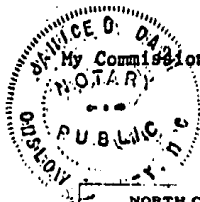
NORTH CAROLINA:

ONslow COUNTY:

This 10th day of April, 1978, before me, Janice B. Dash, a Notary Public, personally came Glenwood Haddock who, being by me duly sworn, says that he is Asst V-President of North Carolina Traverse Bay Corporation and that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that said writing was signed and sealed by him in behalf of the said corporation by its authority duly given. And the said Glenwood Haddock acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal, this 10th day of April, 1978.

Janice B. Dash
Notary Public



NORTH CAROLINA, ONslow COUNTY
The foregoing certificate(s) of Janice B. Dash
Notary (ies) Public is (are) certified to be correct. 387 instrument was presented for registration and recorded in this office in Book 524 Page A This 12 day of April 1978 A. D. at 2:28 o'clock P. M.
Mildred M. Thomas
Register of Deeds Onslow County