

BOOK 2206 PAGE 628

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DECLARATION OF RESTRICTIVE AND
PROTECTIVE COVENANTS FOR
PINE FOREST ACRES, SECTION V

Prepared by and return to:
Gaylor, Edwards and Vatcher, 219 New Bridge Street, Jacksonville, NC 28540

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 4th day of March, 2004, by DIVERSIFIED INVESTORS, INC., a North Carolina corporation, hereinafter called "Declarant";

WITNESSETH:

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

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

ARTICLE I

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

BEING all that property as shown on a plat entitled "Final Plat Showing PINE FOREST ACRES, SECT. V", Jacksonville Township, Onslow County, NC," prepared for DIVERSIFIED INVESTORS, INC., dated January 7, 2004, revised February 24, 2004, prepared by John L. Pierce & Associates, P.A. and recorded in Map Book 46, Page 21, Slide L-166, in the office of the Register of Deeds of Onslow County, North Carolina.

ARTICLE II

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

ARTICLE III

LAND USE AND BUILDING TYPE: No building shall be used except for residential purposes. No structure shall be erected, placed, altered, or permitted to remain on any such lot other than single family residential dwellings not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with general architectural design and construction standards used as the dwelling itself. This covenant shall not be construed as prohibiting the use of a new single family dwelling as a model home for sales purposes.

ARTICLE IV

DWELLING QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 1,000 square feet for a one-story dwelling, nor less than 750 square feet for a dwelling of more than one story.

ARTICLE V

BUILDING LOCATION: No building shall be located on any corner lot nearer to the front line or any side street line than as shown on the recorded plat. No building shall be located with respect to interior side lot lines so as to be nearer than 8 feet to either such line. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat nor nearer than 10 feet to the rear lot line, and no garage or other permitted access or building shall be located nearer than 10 feet to the rear lot line. For the purposes of this covenant, eaves, steps, open porches, and carports shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than 10 percent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

ARTICLE VI

NUISANCES: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Each owner shall maintain their lawn in a well manicured manner and their lawn shall not become overgrown, unsightly or be offensive to other lot owners.

ARTICLE VII

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

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

ARTICLE VIII

LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. Any and all pets shall not be allowed on the premises unless same are under the direct control of the owner at all times and are not creating a nuisance to the other owners within the property.

ARTICLE IX

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

ARTICLE X

ERECTION OF FENCES: No fences over six (6) feet in height shall be constructed between the front of the primary dwelling and the back lot line. No fence shall be erected between the front of the primary dwelling and the street right of way unless such fence shall be of an ornamental nature. Brick and split-rail shall be deemed to meet the requirements of this restriction.

ARTICLE XI

GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XII

SIGHT DISTANCE AT INTERSECTION: No fences, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply upon any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XIII

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

ARTICLE XIV

DRAINAGE: All driveways shall have drainage tile in the street ditches installed and sized in accordance with the North Carolina Department of Transportation recommendations.

ARTICLE XV

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

ARTICLE XVI

STORMWATER MANAGEMENT: (A) The allowable built-upon area per lot for Lots 52, 54, 68 and 69, is limited to a maximum of 15,800 square feet per lot; Lots 42, 43, 44, 48, 55, 70, 71, 72, and 73, is limited to a maximum of 6,000 square feet per lot. These allotted amounts include any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate and coquina, but does not include raised, open wood decking or the water surface of swimming pools. (B) Filling in or piping of any vegetative conveyances (such as ditches, swales, etc.) associated with the development, except for the minimum amount necessary under driveways to provide access to lots and the minimum amount necessary to direct runoff beneath an impervious surface such as a road, is strictly prohibited by any person. (C) Lots within CAMA's Area of Environmental Concern ("AEC") may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC. (D) All permitted runoff from any outparcels or future development shall be directed into the permitted stormwater control systems. The connections to the stormwater control system shall be performed in a manner that maintains the integrity and performance of the system as permitted. (E) Each lot will maintain a thirty (30) foot wide vegetated buffer between all impervious areas and surface waters. (F) All roof drains shall terminate at least thirty (30) feet from the mean high water mark of any navigable stream.

The covenants and restrictions set forth in this Article XVI is intended to ensure continued compliance with state stormwater management permit number SW8 021118 as issued by the Division of Water Quality and may not be changed or deleted without the consent of the State of North Carolina.

ARTICLE XVII

PROVISIONS RELATING TO WETLANDS: All of the properties subject to these Restrictive and Protective Covenants shall also be subject to the following Special Provisions Relating to Wetlands. In

developing the subject real property, the Declarant has agreed with the Department of the Army Corps of Engineers (pursuant to a permit issued by the Corps of Engineers) to restrict and prohibit any future filling or other detrimental activities in the wetland areas, which presently exist within the identified areas of the property. Accordingly, all wetlands shown and delineated on the wetland survey plat dated August 27, 2002, and verified by the Corps of Engineers on September 23, 2002, and being the same areas designated as wetlands on the recorded map of the subdivision set forth in Article I hereof, shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall perform any of the following activities on such conservation area: (a) fill, grade, excavate or perform any other land disturbing activities; (b) cut, mow, burn, remove or harm any vegetation; (c) construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or towers or any other permanent or temporary structures, (d) drain or otherwise disrupt or alter the hydrology or drainage ways of the conservation area; (e) dump or store soil, trash, or other waste; (f) allow animal grazing or watering or use for any other agricultural or horticultural purpose on such conservation areas. This covenant is intended to ensure continued compliance with the mitigation condition of authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action ID 200201210, and therefore may be enforced by the United States of America. This covenant is to run with the land and shall be binding on the Declarant, the owner of any lot in the subdivision and all persons or entities claiming under them.

This Article XVII cannot be amended or modified without the express written consent of the U.S. Army Corps of Engineers, Wilmington District, or its authorized successor.

ARTICLE XVIII

COMPLIANCE WITH DEPARTMENT OF TRANSPORTATION TRAFFIC MAINTENANCE STANDARDS:

Driveway headwalls, fences, mailboxes, newspaper delivery boxes or other roadside obstructions, constructed within the right of way of any street as shown on the recorded plat of the subdivision in a location or out of materials determined to be a traffic safety hazard by the North Carolina Department of Transportation or the Declarant, shall not be permitted. It shall be the duty of the Owner of any Lot to remove such obstruction, at the Owner's sole expense, within thirty (30) days following written notification of such objection by the North Carolina Department of Transportation or Declarant. In the event any Owner fails to remove an obstruction within the thirty (30) day period following receipt of notice of the objection, Declarant shall be entitled, but not obligated, to remove the obstruction and recover the expense and cost, including reasonable attorney's fees, incurred in the removal.

ARTICLE XIX

STREET LIGHTING AGREEMENT: The Declarant 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, and/or entrance sign lighting, either or all of which may require an initial payment and/or a continuing monthly payment to an electric company by the owner of each dwelling.

ARTICLE XX

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

ARTICLE XXI

MODIFICATION: 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 the Declarant or their successors in title and by the owner of not less than sixty percent (60 %) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarant owns sixty (60%) percent or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone. Provided, however, the provisions of Article XVI cannot be amended or modified without the express written consent of the State of North Carolina and the provisions of Article XVII cannot be amended or modified without the express written consent of the United States Army Corps of Engineers, Wilmington District.

ARTICLE XXII

SEVERABILITY: Invalidation of anyone of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed by in its name by its Vice-President, with authority duly given by its boards of directors, the day and year first above written.

DIVERSIFIED INVESTORS, INC., a North Carolina corporation

By: Betty Bullock (SEAL)
Betty Bullock, its President

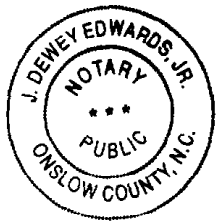
STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, a Notary Public in and for said County and State, do hereby certify that Betty Bullock, personally came before me this day and acknowledged that she is President of DIVERSIFIED INVESTORS, INC., 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 her as its President.

Witness my hand and official stamp or seal, this 5 day of March, 2004.

J. Dewey Edwards Jr.
Notary Public

My Commission Expires: July 9, 2006



NORTH CAROLINA, ONSLOW COUNTY J. Dewey Edwards Jr.
The foregoing certificate(s) of _____

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2206 Page 628 This 5 day of March

2004 A.D., at 12:50 o'clock _____ P.M.

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

Henry

Doc ID: 000160640002 Type: CRP
Recorded: 07/09/2004 at 03:33:42 PM
Fee Amt: \$17.00 Page 1 of 2
Onslow County, NC
Mildred M Thomas Register of Deeds
BK **2281** PG **501-502**

**AMENDMENT TO DECLARATION OF
RESTRICTIVE AND PROTECTIVE COVENANTS FOR
PINE FOREST ACRES, SECTION V**

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

THIS AMENDMENT TO DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS is made this 9th day of July, 2004, by DIVERSIFIED INVESTORS, INC., a North Carolina corporation, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, Declarant did execute a document entitled, "Declaration of Restrictive and Protective Covenants for Pine Forest Acres, Section V" dated March 4, 2004 and recorded in the Onslow County Registry on March 5, 2004 in Book 2206, Page 628, (the "Declaration") subjecting the real property described therein to certain covenants, conditions and restrictions; and

WHEREAS, the State Stormwater Management Permit No. SW8 021118 issued by the North Carolina Environmental Management Commission, Division of Water Quality on February 20, 2003, (the "Stormwater Permit") set forth the maximum built-upon area for all lots in Pine Forest Acres, Section V (the "Subdivision"), as indicated in the approved plans; and

WHEREAS, the plans for the Subdivision have been modified by the Declarant and some of the lots have been reconfigured; and

WHEREAS, the built-upon area requirements for some of the lots in the Subdivision have been, or will be, modified by the Division of Water Quality, thereby amending the Stormwater Permit and making it is necessary to amend the Declaration to modify the built-upon area requirements for some of the lots of the Subdivision as required by the Stormwater Permit as modified.

NOW, THEREFORE, the Declarant hereby declares that ARTICLE XVI, STORMWATER

MANAGEMENT, of the Declaration of Restrictive and Protective Covenants for Pine Forest Acres, Section V, recorded in Book 2206, Page 628, Onslow County Registry, be and are hereby amended as follows:

ARTICLE XVI. STORMWATER MANAGEMENT. (A) The maximum built-upon area per lot for the hereinafter specified lots of the Subdivision are changed and modified as follows:

Lot 48 - 7,400 square feet; Lot 52 - 12,000 square feet;

Except as herein modified and amended the Declaration of Restrictive and Protective Covenants for Pine Forest Acres, Section V, referred to herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has, at the request, and with the consent, of the State of North Carolina, Division of Water Quality, caused this instrument to be signed by its President, the day and year first above written.

DIVERSIFIED INVESTORS, INC., a North Carolina corporation

By: Betty Bullock
Betty Bullock, its President

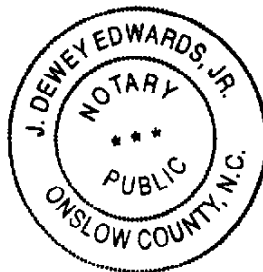
STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

The undersigned, a Notary Public in and for said County and State, does hereby certify that BETTY BULLOCK personally came before me this day and acknowledged that she is _____ President of DIVERSIFIED INVESTORS, INC., 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.

Witness my hand and official stamp or seal, this 9th day of July, 2004.

J. Dewey Edwards Jr.
Notary Public

My Commission Expires: July 9, 2006



NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of J. Dewey Edwards Jr.

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2281 Page 501 This 9 day of July 2004 A.D., at 3:33 o'clock P. M.

Michael M. Thomas
Register of Deeds, Onslow County

By _____
Register of Deeds

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Doc ID: 00017339005 Type: CRP
Recorded: 07/21/2004 at 08:50:10 AM
Fee Amt: \$26.00 Page 1 of 5
Onslow County, NC
Mildred M Thomas Register of Deeds
BK 2287 PG 442-446

DECLARATION OF RESTRICTIVE AND
PROTECTIVE COVENANTS FOR
PINE FOREST ACRES, SECTION V-A

Prepared by and return to:
Gaylor, Edwards and Vatcher, 219 New Bridge Street, Jacksonville, NC 28540

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the ____ day of July, 2004, by DIVERSIFIED INVESTORS, INC., a North Carolina corporation, hereinafter called "Declarant" and ATLANTIC CONSTRUCTION, INC., a North Carolina corporation, hereinafter called "Atlantic";

WITNESSETH:

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

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

ARTICLE I

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

BEING all that property as shown on a plat entitled "Final Plat Showing PINE FOREST ACRES, SECT. V-A", Jacksonville Township, Onslow County, NC," prepared for DIVERSIFIED INVESTORS, INC., dated April 22, 2004, prepared by John L. Pierce & Associates, P.A. and recorded in Map Book 46, Page 88, Slide L-232, in the office of the Register of Deeds of Onslow County, North Carolina.

ARTICLE II

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

ARTICLE III

LAND USE AND BUILDING TYPE: No building shall be used except for residential purposes. No structure shall be erected, placed, altered, or permitted to remain on any such lot other than single family residential dwellings not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with general architectural design and construction standards used as the dwelling itself. This covenant shall not be construed as prohibiting the use of a new single family dwelling as a model home for sales purposes.

ARTICLE IV

DWELLING QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 1,000 square feet for a one-story dwelling, nor less than 750 square feet for a dwelling of more than one story.

ARTICLE V

BUILDING LOCATION: No building shall be located on any corner lot nearer to the front line or any side street line than as shown on the recorded plat. No building shall be located with respect to interior side lot lines so as to be nearer than 8 feet to either such line. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat nor nearer than 10 feet to the rear lot line, and no garage or other permitted access or building shall be located nearer than 10 feet to the rear lot line. For the purposes of this covenant, eaves, steps, open porches, and carports shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than 10 percent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

ARTICLE VI

NUISANCES: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Each owner shall maintain their lawn in a well manicured manner and their lawn shall not become overgrown, unsightly or be offensive to other lot owners.

ARTICLE VII

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

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

ARTICLE VIII

LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. Any and all pets shall not be allowed on the premises unless same are under the direct control of the owner at all times and are not creating a nuisance to the other owners within the property.

ARTICLE IX

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

ARTICLE X

ERECTION OF FENCES: No fences over six (6) feet in height shall be constructed between the front of the primary dwelling and the back lot line. No fence shall be erected between the front of the primary dwelling and the street right of way unless such fence shall be of an ornamental nature. Brick and split-rail shall be deemed to meet the requirements of this restriction.

ARTICLE XI

GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XII

SIGHT DISTANCE AT INTERSECTION: No fences, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply upon any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XIII

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

ARTICLE XIV

DRAINAGE: All driveways shall have drainage tile in the street ditches installed and sized in accordance with the North Carolina Department of Transportation recommendations.

ARTICLE XV

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

ARTICLE XVI

STORMWATER MANAGEMENT: (A) The allowable built-upon area per lot is as follows:

- (i) Lots 77 and 79, are limited to a maximum of 6,000 square feet per lot;
- (ii) Lots 49, 63, 64 and 83, are limited to a maximum of 7,400 square feet per lot;
- (iii) Lots 51, 65, 66 and 67, are limited to a maximum of 12,000 square feet per lot; and
- (iv) Lots 74, 75, and 76, are limited to a maximum of 15,800 square feet per lot.

These allotted amounts include any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate and coquina, but does not include raised, open wood decking or the water surface of swimming pools.

(B) Filling in or piping of any vegetative conveyances (such as ditches, swales, etc.) associated with the development, except for the minimum amount necessary under driveways to provide access to lots and the minimum amount necessary to direct runoff beneath an impervious surface such as a road, is strictly prohibited by any person.

(C) Lots within CAMA's Area of Environmental Concern ("AEC") may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC.

(D) All permitted runoff from any outparcels or future development shall be directed into the permitted stormwater control systems. The connections to the stormwater control system shall be performed in a manner that maintains the integrity and performance of the system as permitted.

(E) Each lot will maintain a thirty (30) foot wide vegetated buffer between all impervious areas and surface waters.

(F) All roof drains shall terminate at least thirty (30) feet from the mean high water mark of any navigable stream.

The covenants and restrictions set forth in this Article XVI is intended to ensure continued compliance with state stormwater management permit number SW8 021118 as issued by the Division of Water Quality and may not be changed or deleted without the consent of the State of North Carolina.

ARTICLE XVII

PROVISIONS RELATING TO WETLANDS: All of the properties subject to these Restrictive and Protective Covenants shall also be subject to the following Special Provisions Relating to Wetlands. In developing the subject real property, the Declarant has agreed with the Department of the Army Corps of Engineers (pursuant to a permit issued by the Corps of Engineers) to restrict and prohibit any future filling or other detrimental activities in the wetland areas, which presently exist within the identified areas of the property. Accordingly, all wetlands shown and delineated on the wetland survey plat dated August 27, 2002, and verified by the Corps of Engineers on September 23, 2002, and being the same areas designated as wetlands on the recorded map of the subdivision set forth in Article I hereof, shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall perform any of the following activities on such conservation area: (a) fill, grade, excavate or perform any other land disturbing activities; (b) cut, mow, burn, remove or harm any vegetation; (c) construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or towers or any other permanent or temporary structures, (d) drain or otherwise disrupt or alter the hydrology or drainage ways of the conservation area; (e) dump or store soil, trash, or other waste; (f) allow animal grazing or watering or use for any other agricultural or horticultural purpose on such conservation areas. This covenant is intended to ensure continued compliance with the mitigation condition of authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action ID 200201210, and therefore may be enforced by the United States of America. This covenant is to run with the land and shall be binding on the Declarant, the owner of any lot in the subdivision and all persons or entities claiming under them.

This Article XVII cannot be amended or modified without the express written consent of the U.S. Army Corps of Engineers, Wilmington District, or its authorized successor.

ARTICLE XVIII

COMPLIANCE WITH DEPARTMENT OF TRANSPORTATION TRAFFIC MAINTENANCE STANDARDS: Driveway headwalls, fences, mailboxes, newspaper delivery boxes or other roadside obstructions, constructed within the right of way of any street as shown on the recorded plat of the subdivision in a location or out of materials determined to be a traffic safety hazard by the North Carolina Department of Transportation or the Declarant, shall not be permitted. It shall be the duty of the Owner of any Lot to remove such obstruction, at the Owner's sole expense, within thirty (30) days following written notification of such objection by the North Carolina Department of Transportation or Declarant. In the event any Owner fails to remove an obstruction within the thirty (30) day period following receipt of notice of the objection, Declarant shall be entitled, but not obligated, to remove the obstruction and recover the expense and cost, including reasonable attorney's fees, incurred in the removal.

ARTICLE XIX

STREET LIGHTING AGREEMENT: The Declarant 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, and/or entrance sign lighting, either or all of which may require an initial payment and/or a continuing monthly payment to an electric company by the owner of each dwelling.

ARTICLE XX

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

ARTICLE XXI

MODIFICATION: 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 the Declarant or their successors in title and by the owner of not less than sixty percent (60 %) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarant owns sixty (60%) percent or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone. Provided, however, the provisions of Article XVI cannot be amended or modified without the express written consent of the State of North Carolina and the provisions of Article XVII cannot be amended or modified without the express written consent of the United States Army Corps of Engineers, Wilmington District.

ARTICLE XXII

SEVERABILITY: Invalidation of anyone of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant and Atlantic have caused this instrument to be signed in their respective names by their respective Presidents, with authority duly given by their respective boards of directors, the day and year first above written.

DIVERSIFIED INVESTORS, INC., a North Carolina corporation

By: Betty Bullock
Betty Bullock, its President

ATLANTIC CONSTRUCTION, INC., a North Carolina corporation

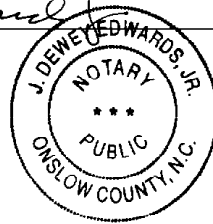
By: Joseph J. Henderson, II
Joseph J. Henderson, II, its President

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, a Notary Public in and for said County and State, do hereby certify that Betty Bullock, personally came before me this day and acknowledged that s he is President of DIVERSIFIED INVESTORS, INC., 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 her as its President.

Witness my hand and official stamp or seal, this 9th day of July, 2004.

J. Dewey Edwards Jr.
Notary Public



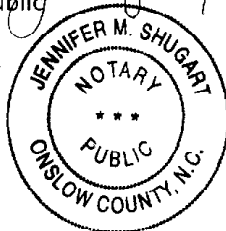
My Commission Expires: July 9, 2006

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, a Notary Public in and for said County and State, do hereby certify that Joseph J. Henderson, II, personally came before me this day and acknowledged that he is President of ATLANTIC CONSTRUCTION, INC., 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 her as its President.

Witness my hand and official stamp or seal, this 12 day of July, 2004.


Jennifer M. Shugart
Notary Public



My Commission Expires: October 24, 2006

NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of J. Dewey Edwards Jr. and Jennifer M. Shugart

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2287 Page 442 This 21 day of July 2004 A.D., at 8:50 o'clock A. M.
Mitchell M. Starnes By _____
Register of Deeds, Onslow County Register of Deeds


 Doc ID: 000376240005 Type: CRP
 Recorded: 12/10/2004 at 03:24:33 PM
 Fee Amt: \$26.00 Page 1 of 5
 Onslow County, NC
 Mildred H Thomas Register of Deeds
BK 2362 PG 165-169

**DECLARATION OF RESTRICTIVE AND
 PROTECTIVE COVENANTS FOR
 PINE FOREST ACRES, SECTION V-B and
 PINE FOREST ACRES, SECTION V-C**


 Prepared by and return to:
 Gaylor, Edwards and Vatcher, 219 New Bridge Street, Jacksonville, NC 28540

STATE OF NORTH CAROLINA
 COUNTY OF ONSLOW

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 10th
 day of December, 2004, by DIVERSIFIED INVESTORS, INC., a North Carolina corporation,
 hereinafter called "Declarant";

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 is and are for the benefit of such property and for each owner
 thereof, and shall inure to the benefit of and pass and run with said property, and each and every
 lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

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

ARTICLE I

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

BEING all that property as shown on a plat entitled "Final Plat Showing PINE FOREST ACRES, SECT.
 V-B", Jacksonville Township, Onslow County, NC," prepared for DIVERSIFIED INVESTORS, INC.,
 dated July 21, 2004, prepared by John L. Pierce & Associates, P.A. and recorded in Map Book 46,
 Page 208-209, Slide L-350, in the office of the Register of Deeds of Onslow County, North Carolina,

and

BEING all that property as shown on a plat entitled "Final Plat Showing PINE FOREST ACRES, SECT.
 V-C (Revised)", Jacksonville Township, Onslow County, NC," prepared for DIVERSIFIED INVESTORS,
 INC., dated January 7, 2004, Revised September 3, 2004, prepared by John L. Pierce & Associates,
 P.A. and recorded in Map Book 47, Page 27, Slide L-407, in the office of the Register of Deeds of
 Onslow County, North Carolina

ARTICLE II

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

ARTICLE III

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

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

ARTICLE IV

DWELLING QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 1,000 square feet for a one-story dwelling, nor less than 750 square feet for a dwelling of more than one story.

ARTICLE V

BUILDING LOCATION: No building shall be located on any corner lot nearer to the front line or any side street line than as shown on the recorded plat. No building shall be located with respect to interior side lot lines so as to be nearer than 8 feet to either such line. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat nor nearer than 10 feet to the rear lot line, and no garage or other permitted access or building shall be located nearer than 10 feet to the rear lot line. For the purposes of this covenant, eaves, steps, open porches, and carports shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than 10 percent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

ARTICLE VI

NUISANCES: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Each owner shall maintain their lawn in a well manicured manner and their lawn shall not become overgrown, unsightly or be offensive to other lot owners.

ARTICLE VII

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

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

ARTICLE VIII

LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. Any and all pets shall not be allowed on the premises unless same are under the direct control of the owner at all times and are not creating a nuisance to the other owners within the property.

ARTICLE IX

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

ARTICLE X

ERECTION OF FENCES: No fences over six (6) feet in height shall be constructed between the front of the primary dwelling and the back lot line. No fence shall be erected between the front of the primary dwelling and the street right of way unless such fence shall be of an ornamental nature. Brick and split-rail shall be deemed to meet the requirements of this restriction.

ARTICLE XI

GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XII

SIGHT DISTANCE AT INTERSECTION: No fences, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply upon any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XIII

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

ARTICLE XIV

DRAINAGE: All driveways shall have drainage tile in the street ditches installed and sized in accordance with the North Carolina Department of Transportation recommendations.

ARTICLE XV

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

ARTICLE XVI

STORMWATER MANAGEMENT: (A) The allowable built-upon area per lot for Lots 53, 59, 60 and 61, is limited to a maximum of 15,800 square feet per lot; Lots 62 and 82, is limited to 12,000 square feet per lot; and Lots 45, 46, 47, 56, 57, 58, 80 and 81, is limited to a maximum of 6,000 square feet per lot. These allotted amounts include any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate and coquina, but does not include raised, open wood decking or the water surface of swimming pools. (B) Filling in or piping of any vegetative conveyances (such as ditches, swales, etc.) associated with the development, except for the minimum amount necessary under driveways to provide access to lots and the minimum amount necessary to direct runoff beneath an impervious surface such as a road, is strictly prohibited by any person. (C) Lots within CAMA's Area of Environmental Concern ("AEC") may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC. (D) All permitted runoff from any outparcels or future development shall be directed into the permitted stormwater control systems. The connections to the stormwater control system shall be performed in a manner that maintains the integrity and performance of the system as permitted. (E) Each lot will maintain a thirty (30) foot wide vegetated buffer between all

impervious areas and surface waters. (F) All roof drains shall terminate at least thirty (30) feet from the mean high water mark of any navigable stream.

The covenants and restrictions set forth in this Article XVI is intended to ensure continued compliance with state stormwater management permit number SW8 021118 Modification as issued by the Division of Water Quality and may not be changed or deleted without the consent of the State of North Carolina.

ARTICLE XVII

PROVISIONS RELATING TO WETLANDS: All of the properties subject to these Restrictive and Protective Covenants shall also be subject to the following Special Provisions Relating to Wetlands. In developing the subject real property, the Declarant has agreed with the Department of the Army Corps of Engineers (pursuant to a permit issued by the Corps of Engineers) to restrict and prohibit any future filling or other detrimental activities in the wetland areas, which presently exist within the identified areas of the property. Accordingly, all wetlands shown and delineated on the wetland survey plat dated August 27, 2002, and verified by the Corps of Engineers on September 23, 2002, and being the same areas designated as wetlands on the recorded map of the subdivision set forth in Article I hereof, shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall perform any of the following activities on such conservation area: (a) fill, grade, excavate or perform any other land disturbing activities; (b) cut, mow, burn, remove or harm any vegetation; (c) construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or towers or any other permanent or temporary structures, (d) drain or otherwise disrupt or alter the hydrology or drainage ways of the conservation area; (e) dump or store soil, trash, or other waste; (f) allow animal grazing or watering or use for any other agricultural or horticultural purpose on such conservation areas. This covenant is intended to ensure continued compliance with the mitigation condition of authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action ID 200201210, and therefore may be enforced by the United States of America. This covenant is to run with the land and shall be binding on the Declarant, the owner of any lot in the subdivision and all persons or entities claiming under them.

This Article XVII cannot be amended or modified without the express written consent of the U.S. Army Corps of Engineers, Wilmington District, or its authorized successor.

ARTICLE XVIII

COMPLIANCE WITH DEPARTMENT OF TRANSPORTATION TRAFFIC MAINTENANCE STANDARDS: Driveway headwalls, fences, mailboxes, newspaper delivery boxes or other roadside obstructions, constructed within the right of way of any street as shown on the recorded plat of the subdivision in a location or out of materials determined to be a traffic safety hazard by the North Carolina Department of Transportation or the Declarant, shall not be permitted. It shall be the duty of the Owner of any Lot to remove such obstruction, at the Owner's sole expense, within thirty (30) days following written notification of such objection by the North Carolina Department of Transportation or Declarant. In the event any Owner fails to remove an obstruction within the thirty (30) day period following receipt of notice of the objection, Declarant shall be entitled, but not obligated, to remove the obstruction and recover the expense and cost, including reasonable attorney's fees, incurred in the removal.

ARTICLE XIX

STREET LIGHTING AGREEMENT: The Declarant 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, and/or entrance sign lighting, either or all of which may require an initial payment and/or a continuing monthly payment to an electric company by the owner of each dwelling.

ARTICLE XX

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

ARTICLE XXI

MODIFICATION: 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 the Declarant or their successors in title and by the owner of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North

Carolina. If the Declarant owns sixty (60%) percent or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone. Provided, however, the provisions of Article XVI cannot be amended or modified without the express written consent of the State of North Carolina and the provisions of Article XVII cannot be amended or modified without the express written consent of the United States Army Corps of Engineers, Wilmington District.

ARTICLE XXII

SEVERABILITY: Invalidation of anyone of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed by in its name by its President, with authority duly given by its boards of directors, the day and year first above written.

DIVERSIFIED INVESTORS, INC., a North Carolina corporation

By: Betty Bullock (SEAL)
Betty Bullock, its President

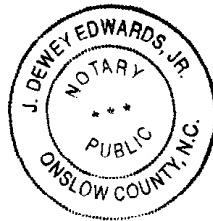
STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, a Notary Public in and for said County and State, do hereby certify that Betty Bullock, personally came before me this day and acknowledged that she is President of DIVERSIFIED INVESTORS, INC., 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 her as its President.

Witness my hand and official stamp or seal, this 10th day of December, 2004.

Jewey Edwards
Notary Public

My Commission Expires: July 9, 2006



NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of J. Dewey Edwards Jr.

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Mildred M. Thomas Register of Deeds for Onslow County
Deputy/Assistant-Register of Deeds

5
26.00
Always

Doc ID: 000447330005 Type: CRP
Recorded: 02/02/2005 at 11:36:59 AM
Fee Amt: \$26.00 Page 1 of 5
Onslow County, NC
Mildred M Thomas Register of Deeds
BK 2388 PG 97-101

**DECLARATION OF RESTRICTIVE AND
PROTECTIVE COVENANTS FOR
PINE FOREST ACRES, SECTION VI**

Prepared by and return to:
Gaylor, Edwards and Vatcher, 219 New Bridge Street, Jacksonville, NC 28540

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 31st
day of January, 2005, by DIVERSIFIED INVESTORS, INC., a North Carolina corporation, hereinafter
called "Declarant";

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 is and are for the benefit of such property and for each owner
thereof, and shall inure to the benefit of and pass and run with said property, and each and every
lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

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

ARTICLE I

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

BEING all that property as shown on a plat entitled "Final Plat Showing, PINE FOREST ACRES,
SECTION VI (REV.),* Jacksonville Township, Onslow County, NC," prepared for DIVERSIFIED
INVESTORS, INC., dated December 2, 2004, revised January 26, 2005, prepared by John L. Pierce
& Associates, P.A. and recorded in Map Book 47, Page 189, Slide L-568, in the office of the Register
of Deeds of Onslow County, North Carolina.

ARTICLE II

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

ARTICLE III

LAND USE AND BUILDING TYPE: No building shall be used except for residential purposes.
No structure shall be erected, placed, altered, or permitted to remain on any such lot other than
single family residential dwellings not to exceed two and one-half stories in height, a private garage
which may contain living quarters for occupancy by domestic servants of the lot occupant only, and
such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same
are constructed in line with general architectural design and construction standards used as the
dwelling itself. This covenant shall not be construed as prohibiting the use of a new single family
dwelling as a model home for sales purposes.

ARTICLE IV

DWELLING QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 1,000 square feet for a one-story dwelling, nor less than 750 square feet for a dwelling of more than one story.

ARTICLE V

BUILDING LOCATION: No building shall be located on any corner lot nearer to the front line or any side street line than as shown on the recorded plat. No building shall be located with respect to interior side lot lines so as to be nearer than 8 feet to either such line. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat nor nearer than 10 feet to the rear lot line, and no garage or other permitted access or building shall be located nearer than 10 feet to the rear lot line. For the purposes of this covenant, eaves, steps, open porches, and carports shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than 10 percent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

ARTICLE VI

NUISANCES: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Each owner shall maintain their lawn in a well manicured manner and their lawn shall not become overgrown, unsightly or be offensive to other lot owners.

ARTICLE VII

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

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

ARTICLE VIII

LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. Any and all pets shall not be allowed on the premises unless same are under the direct control of the owner at all times and are not creating a nuisance to the other owners within the property.

ARTICLE IX

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

ARTICLE X

ERECTION OF FENCES: No fences over six (6) feet in height shall be constructed between the front of the primary dwelling and the back lot line. No fence shall be erected between the front of the primary dwelling and the street right of way unless such fence shall be of an ornamental nature. Brick and split-rail shall be deemed to meet the requirements of this restriction.

ARTICLE XI

GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XII

SIGHT DISTANCE AT INTERSECTION: No fences, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply upon any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XIII

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

ARTICLE XIV

DRAINAGE: All driveways shall have drainage tile in the street ditches installed and sized in accordance with the North Carolina Department of Transportation recommendations.

ARTICLE XV

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

ARTICLE XVI

STORMWATER MANAGEMENT: The covenants and restrictions set forth in this Article XVI are intended to ensure continued compliance with State Stormwater Management Permit Number SW8 021118 Modification, as issued by the Division of Water Quality under NCAC 2H.1000.

- (A) The allowable built-upon area per lot is as follows:
 - (i) Lots 5, 9, 10, 11 and 12, are limited to a maximum of 6,000 square feet per lot;
 - (ii) Lots 4 and 6 are limited to a maximum of 9,500 square feet per lot; and
 - (iii) Lots 1, 2 and 3 are limited to a maximum of 15,200 square feet per lot.

These allotted amounts include any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate and coquina, but does not include raised, open wood decking or the water surface of swimming pools.

(B) Filling in or piping of any vegetative conveyances (such as ditches, swales, etc.) associated with the development, except for average driveway crossings, is strictly prohibited by any person.

(C) Lots within CAMA's Area of Environmental Concern ("AEC") may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC.

(D) All permitted runoff from any outparcels or future development shall be directed into the permitted stormwater control systems. The connections to the stormwater control system shall be performed in a manner that maintains the integrity and performance of the system as permitted.

(E) Each lot will maintain a thirty (30) foot wide vegetated buffer between all impervious areas and surface waters.

(F) All roof drains shall terminate at least thirty (30) feet from the mean high water mark of any navigable stream.

(G) The covenants set forth in this Article XVI pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

(H) Alteration of the drainage as shown on the approved plans of the subdivision may not take place without the concurrence of the Division of Water Quality.

(I) The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the State Stormwater Management Permit Number SW8 021118 Modification.

(J) Each Lot Owner shall be responsible for compliance with State Stormwater Permit Number SW8 021118 Modification with respect to such Owner's Lot and the area of property between such Owner's front lot property line and the edge of the pavement and shall indemnify and save the Declarant harmless by reason of any claim or demand by the Division of Water Quality.

(K) The foregoing covenants are to run with the land and be binding on all persons and parties claiming under them.

ARTICLE XVII

PROVISIONS RELATING TO WETLANDS: All of the properties subject to these Restrictive and Protective Covenants shall also be subject to the following Special Provisions Relating to Wetlands. In developing the subject real property, the Declarant has agreed with the Department of the Army Corps of Engineers (pursuant to a permit issued by the Corps of Engineers, Action I.D. number 200400809) to restrict and prohibit any future filling or other detrimental activities in the wetland areas, which presently exist within the identified areas of the property. Accordingly, all wetlands shown and delineated on the recorded plat of this subdivision set forth in Article I hereof, which have been verified by the Corps of Engineers, under Action I.D. number 200400809, shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall perform any of the following activities on such conservation area: (a) fill, grade, excavate or perform any other land disturbing activities; (b) cut, mow, burn, remove or harm any vegetation; (c) construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or towers or any other permanent or temporary structures, (d) drain or otherwise disrupt or alter the hydrology or drainage ways of the conservation area; (e) dump or store soil, trash, or other waste; (f) allow animal grazing or watering or use for any other agricultural or horticultural purpose on such conservation areas. This covenant is intended to ensure continued compliance with the mitigation condition of authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action I.D. number 200400809 and therefore may be enforced by the United States of America. This covenant is to run with the land and shall be binding on the Declarant, the owner of any lot in the subdivision and all persons or entities claiming under them.

This Article XVII cannot be amended or modified without the express written consent of the U.S. Army Corps of Engineers, Wilmington District, or its authorized successor.

ARTICLE XVIII

COMPLIANCE WITH DEPARTMENT OF TRANSPORTATION TRAFFIC MAINTENANCE STANDARDS:

Driveway headwalls, fences, mailboxes, newspaper delivery boxes or other roadside obstructions, constructed within the right of way of any street as shown on the recorded plat of the subdivision in a location or out of materials determined to be a traffic safety hazard by the North Carolina Department of Transportation or the Declarant, shall not be permitted. It shall be the duty of the Owner of any Lot to remove such obstruction, at the Owner's sole expense, within thirty (30) days following written notification of such objection by the North Carolina Department of Transportation or Declarant. In the event any Owner fails to remove an obstruction within the thirty (30) day period following receipt of notice of the objection, Declarant shall be entitled, but not obligated, to remove the obstruction and recover the expense and cost, including reasonable attorney's fees, incurred in the removal.

ARTICLE XIX

STREET LIGHTING AGREEMENT: The Declarant 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, and/or entrance sign lighting, either or all of which may require an initial payment and/or a continuing monthly payment to an electric company by the owner of each dwelling.

ARTICLE XX

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

ARTICLE XXI

MODIFICATION: 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 the Declarant or their successors in title and by the owner of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarant owns sixty (60%) percent or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone. Provided, however, the provisions of Article XVI cannot be amended or modified without the express written consent of the State of North Carolina and the provisions of Article XVII cannot be amended or modified without the express written consent of the United States Army Corps of Engineers, Wilmington District.

ARTICLE XXII

SEVERABILITY: Invalidation of anyone of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed by in its name by its President, with authority duly given by its boards of directors, the day and year first above written.

DIVERSIFIED INVESTORS, INC., a North Carolina corporation

By: Betty Bullock (SEAL)
Betty Bullock, its President

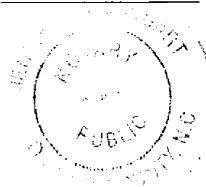
STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, a Notary Public in and for said County and State, do hereby certify that Betty Bullock, personally came before me this day and acknowledged that s_he is President of DIVERSIFIED INVESTORS, INC., 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 her as its President.

Witness my hand and official stamp or seal, this 25th day of January, 2005.

Jennifer M. Shugart
Notary Public

My Commission Expires: October 24, 2006



NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Jennifer M. Shugart

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Michael M. Roman Register of Deeds for Onslow County
Deputy/Assistant-Register of Deeds

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Doc ID: 000500650005 Type: CRP
Recorded: 03/15/2005 at 08:48:35 AM
Fee Amt: \$26.00 Page 1 of 5
Onslow County, NC
Mildred M Thomas Register of Deeds
BK 2408 PG 567-571

**DECLARATION OF RESTRICTIVE AND
PROTECTIVE COVENANTS FOR
PINE FOREST ACRES, SECTION VI-A**

Prepared by and return to:
Gaylor, Edwards and Vatcher, 219 New Bridge Street, Jacksonville, NC 28540

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 14th
day of March, 2005, by DIVERSIFIED INVESTORS, INC., a North Carolina corporation, hereinafter
called "Declarant";

WITNESSETH:

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

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

ARTICLE I

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

BEING all that property as shown on a plat entitled "Revised Final Plat Showing, PINE FOREST
ACRES, SECTION VI-A", Jacksonville Township, Onslow County, NC," prepared for DIVERSIFIED
INVESTORS, INC., dated Jan. 19, 2005, revised Feb. 25, 2005, prepared by John L. Pierce &
Associates, P.A. and recorded in Map Book 47, Page 233, Slide L-612, in the office of the Register
of Deeds of Onslow County, North Carolina (the "Recorded Plat").

ARTICLE II

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

ARTICLE III

LAND USE AND BUILDING TYPE: No building shall be used except for residential purposes.
No structure shall be erected, placed, altered, or permitted to remain on any such lot other than
single family residential dwellings not to exceed two and one-half stories in height, a private garage
which may contain living quarters for occupancy by domestic servants of the lot occupant only, and
such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same
are constructed in line with general architectural design and construction standards used as the
dwelling itself. This covenant shall not be construed as prohibiting the use of a new single family
dwelling as a model home for sales purposes.

Lots numbered 7A, 19A and 20A, as shown on the Recorded Plat (the "Septic System Lots"), are to be used solely for the installation, maintenance and repair of sanitary sewer systems for Lots 7, 19 and 20 (the "Building Lots"), respectively. The Septic System Lots shall be owned and conveyed appurtenant to the Building Lots and ownership and title thereto shall be and remain with the owner of the Building Lot, regardless of whether the Septic System Lot is described in the deed of conveyance of the Building Lot.

ARTICLE IV

DWELLING QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 1,000 square feet for a one-story dwelling, nor less than 750 square feet for a dwelling of more than one story.

ARTICLE V

BUILDING LOCATION: No building shall be located on any corner lot nearer to the front line or any side street line than as shown on the recorded plat. No building shall be located with respect to interior side lot lines so as to be nearer than 8 feet to either such line. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat nor nearer than 10 feet to the rear lot line, and no garage or other permitted access or building shall be located nearer than 10 feet to the rear lot line. For the purposes of this covenant, eaves, steps, open porches, and carports shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than 10 percent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

ARTICLE VI

NUISANCES: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Each owner shall maintain their lawn in a well manicured manner and their lawn shall not become overgrown, unsightly or be offensive to other lot owners.

ARTICLE VII

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

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

ARTICLE VIII

LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. Any and all pets shall not be allowed on the premises unless same are under the direct control of the owner at all times and are not creating a nuisance to the other owners within the property.

ARTICLE IX

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

ARTICLE X

ERECTION OF FENCES: No fences over six (6) feet in height shall be constructed between the front of the primary dwelling and the back lot line. No fence shall be erected between the front of the primary dwelling and the street right of way unless such fence shall be of an ornamental nature. Brick and split-rail shall be deemed to meet the requirements of this restriction.

ARTICLE XI

GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XII

SIGHT DISTANCE AT INTERSECTION: No fences, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply upon any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XIII

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

ARTICLE XIV

DRAINAGE: All driveways shall have drainage tile in the street ditches installed and sized in accordance with the North Carolina Department of Transportation recommendations.

ARTICLE XV

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

ARTICLE XVI

STORMWATER MANAGEMENT: (A) The allowable built-upon area per lot is as follows:

- (i) Lots 17, 18, 19 and 21 are limited to a maximum of 6,000 square feet per lot;
 - (ii) Lots 7, 14 and 20 are limited to a maximum of 9,500 square feet per lot; and
 - (iii) Lots 8, 13, 15, and 16, are limited to a maximum of 15,200 square feet per lot.
- These allotted amounts include any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate and coquina, but does not include raised, open wood decking or the water surface of swimming pools.
- (B) Filling in or piping of any vegetative conveyances (such as ditches, swales, etc.) associated with the development, except for the minimum amount necessary under driveways to provide access to lots and the minimum amount necessary to direct runoff beneath an impervious surface such as a road, is strictly prohibited by any person.
- (C) Lots within CAMA's Area of Environmental Concern ("AEC") may have the permitted built-

upon area reduced due to CAMA jurisdiction within the AEC.

(D) All permitted runoff from any outparcels or future development shall be directed into the permitted stormwater control systems. The connections to the stormwater control system shall be performed in a manner that maintains the integrity and performance of the system as permitted.

(E) Each lot will maintain a thirty (30) foot wide vegetated buffer between all impervious areas and surface waters.

(F) All roof drains shall terminate at least thirty (30) feet from the mean high water mark of any navigable stream.

The covenants and restrictions set forth in this Article XVI is intended to ensure continued compliance with state stormwater management permit number SW8 021118, as modified, issued by the Division of Water Quality and may not be changed or deleted without the consent of the State of North Carolina.

ARTICLE XVII

PROVISIONS RELATING TO WETLANDS: All of the properties subject to these Restrictive and Protective Covenants shall also be subject to the following Special Provisions Relating to Wetlands. In developing the subject real property, the Declarant has agreed with the Department of the Army Corps of Engineers (pursuant to a permit issued by the Corps of Engineers, Action I.D. number 200400809) to restrict and prohibit any future filling or other detrimental activities in the wetland areas, which presently exist within the identified areas of the property. Accordingly, all wetlands shown and delineated on the recorded plat of this subdivision set forth in Article I hereof, which have been verified by the Corps of Engineers, under Action I.D. number 200400809, shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall perform any of the following activities on such conservation area: (a) fill, grade, excavate or perform any other land disturbing activities; (b) cut, mow, burn, remove or harm any vegetation; (c) construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or towers or any other permanent or temporary structures, (d) drain or otherwise disrupt or alter the hydrology or drainage ways of the conservation area; (e) dump or store soil, trash, or other waste; (f) allow animal grazing or watering or use for any other agricultural or horticultural purpose on such conservation areas. This covenant is intended to ensure continued compliance with the mitigation condition of authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action I.D. number 200400809 and therefore may be enforced by the United States of America. This covenant is to run with the land and shall be binding on the Declarant, the owner of any lot in the subdivision and all persons or entities claiming under them.

This Article XVII cannot be amended or modified without the express written consent of the U.S. Army Corps of Engineers, Wilmington District, or its authorized successor.

ARTICLE XVIII

COMPLIANCE WITH DEPARTMENT OF TRANSPORTATION TRAFFIC MAINTENANCE STANDARDS: Driveway headwalls, fences, mailboxes, newspaper delivery boxes or other roadside obstructions, constructed within the right of way of any street as shown on the recorded plat of the subdivision in a location or out of materials determined to be a traffic safety hazard by the North Carolina Department of Transportation or the Declarant, shall not be permitted. It shall be the duty of the Owner of any Lot to remove such obstruction, at the Owner's sole expense, within thirty (30) days following written notification of such objection by the North Carolina Department of Transportation or Declarant. In the event any Owner fails to remove an obstruction within the thirty (30) day period following receipt of notice of the objection, Declarant shall be entitled, but not obligated, to remove the obstruction and recover the expense and cost, including reasonable attorney's fees, incurred in the removal.

ARTICLE XIX

STREET LIGHTING AGREEMENT: The Declarant 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, and/or entrance sign lighting, either or all of which may require an initial payment and/or a continuing monthly payment to an electric company by the owner of each dwelling.

ARTICLE XX

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

ARTICLE XXI

MODIFICATION: 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 the Declarant or their successors in title and by the owner of not less than sixty percent (60 %) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarant owns sixty (60%) percent or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone. Provided, however, the provisions of Article XVI cannot be amended or modified without the express written consent of the State of North Carolina and the provisions of Article XVII cannot be amended or modified without the express written consent of the United States Army Corps of Engineers, Wilmington District.

ARTICLE XXII

SEVERABILITY: Invalidation of anyone of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed by in its name by its President, with authority duly given by its boards of directors, the day and year first above written.

DIVERSIFIED INVESTORS, INC., a North Carolina corporation

By: Betty Bullock (SEAL)
Betty Bullock, its President

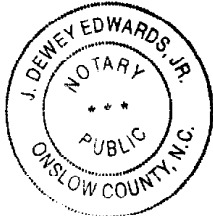
STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, a Notary Public in and for said County and State, do hereby certify that Betty Bullock, personally came before me this day and acknowledged that she is President of DIVERSIFIED INVESTORS, INC., 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 her as its President.

Witness my hand and official stamp or seal, this ____ day of March, 2005.

J. Dewey Edwards, Jr.
Notary Public

My Commission Expires: July 9, 2006



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

J. Dewey Edwards, Jr.
is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.
Michael M. Thomas Register of Deeds for Onslow County
Deputy/Assistant-Register of Deeds