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 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
 BK **3592** PG **473-484**

PREPARED BY: Glenn O'Keith Fisher, Attorney at Law

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

**DECLARATION OF RESTRICTIVE
AND
PROTECTIVE COVENANTS OF
THE COTTAGES AT PETERSBURG**

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 10th day of May, 2011, by GAIRY I. CANADY and wife, LISA S. CANADY and LUTHER DALE SANDERSON and wife, BRENDA SANDERSON, collectively referred to herein as "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:

1. **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 Richlands Township, County of Onslow, State of North Carolina, and is more particularly described as follows:

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Being all of those lots 1 through 25, inclusive, as shown on that certain plat entitled "The Cottages at Petersburg," prepared by Gairy Canady Land Surveying, dated March 14, 2011 and recorded in Map Book 62, Page 18, Slide N-52, Onslow County Registry.

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

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

Once construction is started on any lot, the improvements and landscaping shall be completed in accordance with plans and specifications within twelve (12) months from commencement, with extensions approved by the Declarant. No dwelling may be occupied until it is completed.

4. **DWELLING SIZE:** The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story. An error of not more than ten percent (10%) in the calculation of the square footage of said main structure shall not be considered a violation of this covenant.

5. **BUILDING LOCATION:** No building, residence, garage or other permitted accessory building shall be located on any lot nearer to the front line, any side street line, interior or rear lot line, than as shown or noted on the recorded plat. For the purpose of this covenant, eaves, steps, open porches and carports shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten percent (10%) 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.

An owner who owns a lot and a portion or all of an adjoining and contiguous lot or lots may construct a dwelling and/or other structures permitted hereunder upon and across the dividing line of such adjoining and contiguous lot or lots, all such structures to comply with the minimum building setback lines from the actual boundary lines of the subject owner's property, and thereafter such combinations of lots or portions thereof

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shall be treated for all purposes under these restrictive and protective covenants as a single lot.

6. **VARIANCES:** The Declarant reserves the right and the authority to allow further encroachment by any lot owner into the aforesaid front line, any side street line, interior or rear lot line or other setback lines herein prior to construction or to grant a variance as to any encroachment after the commencement or completion of construction and to modify or vary the location of drainage and utility easements. In addition, the Declarant may also vary the provisions of this Declaration regarding the height and square footage of the buildings provided such variance granted shall be in conformity with the intent and purposes of the general development scheme of the subdivision and provided that the variance or adjustment shall not materially be detrimental or injurious to other property or improvements within the subdivision. The Declarant's discretion on the matter of the granting of a variance shall be final.

7. **SUBDIVISION:** No lot shall be subdivided if the result of each subdivision is separate ownership of less than a whole lot; provided, however that the Declarant, its successors and/or assigns, reserves the right to adjust boundary lines and numbered lots on the plat referred to above without the consent of anyone.

8. **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. All lots, whether occupied or unoccupied, shall be well-maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted to remain on a lot. Declarant, its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so. The Declarant may contract for, and assess to owner, any maintenance necessary to enforce these covenants.

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

The grantor reserves for itself, its successors or assigns an easement and right at any time in the future to grant a right of way under, over and along 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

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3

necessary to or useful for furnishing electric power, gas, telephone service, drainage or other utilities including water and sewer services.

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

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

11. ERECTION OF FENCES: No fence over six (6) feet in height shall be constructed between the front building line and the back lot line. No fence shall be erected between the front building line and the street right of way unless such fence shall be of an ornamental nature. Brick, split-rail and vinyl and wood picket fences shall be deemed to meet the requirements of this restriction. No chain link or wire fence of any kind shall be installed on any lot in any location, except that a chain link pen not to exceed 150 square feet shall be allowed to keep a household pet provided said pen is placed on that part of any lot away from the street lying beyond the front line of the house so that it is not viewable from any street.

12. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot parallel to the building line, one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

13. WEEDS, GARBAGE AND REFUSE DISPOSAL: Declarant, its successors and/or assigns, reserves the right to enter upon and cut grass, weeds or undergrowth on any lot or easement but shall be under no obligation to do so.

No lot shall be used or maintained as a dumping ground for rubbish. No junk or abandoned automobiles or parts thereof shall be placed or be allowed to remain or be stored on any lot. Trash, garbage or other waste shall not be kept except in sanitary

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4

containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

In the event a lot owner fails to maintain their lot and the improvements located thereon in a manner in keeping with other property in the neighborhood, the Declarant further reserves the right, but not the obligation, to clear the lot and improvements of any trash, garbage or other waste and to cut and clear the grass, weeds and undergrowth upon any lot and to charge the same to the owner pursuant to the provisions of Chapter 47F of the North Carolina General Statutes.

14. **PROHIBITED STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporary or permanently. No trailer, mobile home, camper or like vehicle shall be allowed on the property at any time, or any other structure which is finished or partially finished at a manufacturing unit or plant and transported for quick assembly or which is designed to be disassembled and relocated shall be allowed. It is specifically the intention and purpose of this covenant to prohibit the location of mobile homes, trailers, modular houses, relocatable houses, or similar type structures on the property. No temporary storage container shall be allowed on any property for a period not to exceed 30 calendar days whether or not consecutive or intermittent in any 365 day period. This covenant shall not be construed as prohibiting the use of such a structure as a sales/rental model, office or construction site facility.

It is provided, however, that the Declarant may grant permission for any such temporary storage of materials during construction. Any such temporary structures as may be approved shall not be used at any time as a dwelling.

15. **DRIVEWAYS, PARKING, DRIVEWAY TILES AND DRAINAGE:** All driveways constructed on any lot shall be paved with concrete. An owner shall provide a minimum of one (1) paved off-street parking space(s), excluding garage space(s) and shall provide at least one per automobile or other vehicle owned and regularly used at the lot. On street parking is prohibited except for temporary, short gatherings.

All driveways shall have drainage tile in the road ditches installed and sized in accordance with the N.C. Highway Commission standards and such tile shall be covered by such dirt cover as required by the North Carolina Department of Transportation and the manufacturer of the driveway tile.

16. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain within the sight triangles shown on the aforesaid recorded plat or on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement.

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

17. **MAILBOXES:** All mailboxes shall retain the same style, design, color and location of the mailbox as originally provided at construction of any residence. The Declarant reserves the right to approve the style, design, color and location prior to any original installation or replacement. In no event may a mailbox, paper box or driveway post or column be located such that it prohibits the North Carolina Department of Transportation from accepting the roadways into the North Carolina Division of Highways. By accepting a deed to any subject Properties, Owner gives the Declarant the right to remove any non-approved mailbox in a reasonable manner; all cost for same shall be paid by the Owner and all damages against the Declarant are hereby waived.

18. **ANTENNAS:** There shall be no exterior antenna of any kind of receiving and/or sending of television, radio or other signals permitted on the property. Satellite dishes are allowed provided that they located on the side or rear of the dwelling or other buildings.

19. **VEHICLES, BOATS, STORAGE, TRAVEL TRAILERS, ETC.:** No vehicle without current inspection sticker, vehicle over 10,000 pounds empty weight, dump truck, flatbed truck, camper trailer, motor homes or bus shall be parked overnight on any lot except in an enclosed garage; provided, however, guests of an owner may so park such vehicle for a period not to exceed seven (7) days each calendar year. A pleasure boat on its trailer may be parked and raw firewood, bicycles, motorcycles, or other items may be stored only on that part of any lot away from the street lying beyond the front line of the house so that it is not viewable from any street and not nearer than ten (10) feet to any side of rear Lot line. No automobile, other vehicle(s), motorcycle(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage.

Except when used during and as a part of construction of a dwelling on the Lot, no trucks or buses (other than pickup trucks of one-ton capacity or less, small vans or small trailers) shall be parked overnight on any Lot except in an enclosed garaged. Any motor vehicle parked on any Lot shall have a current license plate, registration and inspection sticker.

20. **CLOTHESLINES:** No clotheslines shall be allowed on the property at any time.

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

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6

22. **STREET MAINTENANCE AND UTILITY EASEMENTS:** On each Lot, the rights-of-way and easement areas reserved by Declarant or dedicated for public utility purposes shall be maintained continuously by the Lot Owner and no structure, plantings or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of the flow of water through drainage channels in the easements, or which damage or interfere with established slope ratios or which create erosion problems. It is provided, however, that where the existing location of an easement or drainage channel reserved in this Declaration or shown on any recorded subdivision map of the Properties would hinder the orderly development of the Lot on which the easement is located, the easement or drainage channel may be relocated by Declarant. In addition, it shall be the obligation of the Lot Owner to maintain their lot in such condition that it fully complies with any and all applicable North Carolina Sedimentation and Erosion Control Permits, the provisions of the Clean Water Act or any other federal, state or local regulations regarding wetlands. Improvements within such areas also shall be maintained by the Lot owner except for those for which a public authority or utility is responsible. In the event the North Carolina Department of Transportation shall condition acceptance of the roadway into the highway system upon improvements to the shoulder or ditch in front of any lot or lots, then the owners of said lot or lots shall be responsible for bringing the ditches and shoulders in front of their lot(s) to said standards.

In the event the Owner of any Lot shall fail to maintain the Lot and/or the improvements situated thereon in a manner in keeping with this Declaration, in addition to any other rights set forth herein or provided by law, the Declarant shall have the right, but not the obligation, through their agents and employees, to enter upon said Lot and clear, clean, repair, maintain and restore the Lot, the exterior of any building and any other improvements erected thereon. This is included in the authority herein granted the power to clear Lots of undergrowth, rubbish, debris, weeds or grass. In the event the owner of any Lot shall damage or through the negligent failure to act allow damage to occur to any Stormwater Management Facilities or areas designated by the U.S. Army Corps of Engineers or CAMA as wetlands located on the owner's Lot or fail to comply with all applicable North Carolina Sedimentation and Erosion Control Permits, the provisions of the Clean Water Act or any other federal, state or local regulations regarding wetlands, in addition to any other rights set forth herein or provided by law, the Declarant shall have the right, but not the obligation, through their agents and employees, to enter upon said Lot and clear, clean, repair, maintain and restore the Stormwater Management Facilities and/or wetlands and to bring the Lot into compliance with the applicable North Carolina Sedimentation and Erosion Control Permits and all federal, state and local wetlands regulations. There is included in the authority herein granted the power to clear Lots or undergrowth, rubbish, debris, weeds or grass and to remove fill or to maintain, repair, replace and construct ditches and devices necessary to insure that such Lot is in compliance with such regulations.

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The costs of the maintenance or repair authorized by this Article shall be considered the legal obligation of the Lot Owner. The Declarant may maintain an action in court having jurisdiction for such costs, together with all collection costs, including reasonable attorney's fees, and expenses incurred in pursuing such action. The costs shall constitute a lien on said Lot unless and until a final judgment of such court shall be entered in the Office of the Clerk of Superior Court of Onslow County. Any such lien obtained shall be subordinate to any first deed of trust.

23. WETLANDS AND CONSERVATION SPECIAL PROVISIONS:

Section 1. Placement of dredged or fill material or development within the waters of the United States and/or wetlands without a Department of the Army permit may constitute a violation of Section 301 of the Clean Water Act. This activity also requires notification to the Division of Water Quality, Stormwater and Wetlands Sections.

Section 2. It shall be the responsibility of each owner, prior to alteration of any lot, to determine if any Lot shall have been determined to meet the requirements for designation as a regulatory wetland. Any subsequent fill or alteration of this wetland shall conform to the requirements of state wetland rules adopted by the State of North Carolina in force at the time of the proposed alteration. The intent of this deed restriction is to prevent additional wetland fill, so the property Owner should not assume that a future application for fill will be approved. The property Owner shall report the name of the subdivision, in any application pertaining to wetland rules. This covenant is intended to insure the continued compliance with wetland rules adopted by the State of North Carolina therefore benefits may be enforced by the state of North Carolina. Declarant, the Association and the State of North Carolina and their respective successors and/or assigns, reserve and retain the right to go upon any Lot to inspect for compliance of such Lot with the wetlands regulations and to maintain, repair, replace and construct ditches and devices necessary to insure that such Lot is in compliance with such regulations. This covenant is to run with the land and shall be binding on all parties and all persons claiming under them.

24. STORMWATER MANAGEMENT REGULATIONS: The following covenants are intended to ensure ongoing compliance with the State Stormwater Management Permit Number SW8 100408, as issued by the Division of Water Quality under the Stormwater Management Regulations:

- a. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.
- b. These covenants are to run with the land and be binding on all persons and parties claiming under them.
- c. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.
- d. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.

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- e. The maximum built-upon area per lot is 6,700 square feet. This allotted amount includes 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.
- f. In the case of a lot within CAMA's regulated AEC, where the Division of Coastal Management calculates a different maximum allowable built-upon area for that lot than is shown herein, the governing maximum built-upon area for that lot shall be the most restrictive of the two.
- g. Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.
- h. Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.
- j. All roof drains shall terminate at least 30' from the mean high water mark of surface waters.

25. **ANNEXATION:** Declarant, for itself and its successors and assigns, reserves the right to access and service other portions of property belonging to Declarant or other property designated by Declarant using the streets and the water and sewer systems shown on the recorded map or lying within the subdivision and reserves the right to grant access for the purposes of ingress, egress, regress and the installation and maintenance of utilities and further subdivision over the streets shown on the recorded map and to the water and sewer systems within the subdivision to any area outside the subdivision to which Declarant deems such grant desirable. Declarant reserves the right to annex additional portions of its property located in the area of the subdivision into this Subdivision and to make such additional property subject to the Restrictions herein provided. In the event Declarant does so, the owners of such additional property and the owners of the lots in this subdivision shall have identical rights and duties. Any such annexation(s) shall be evidenced by a written instrument of annexation recorded in the Office of the Register of Deeds of Onslow County, which refers to this instrument.

26. **DECLARANT'S RIGHTS:** Any of the special rights and obligations of the Declarant herein may be exercised by any two of those persons listed as Declarant herein, being the same as those persons executing this Declaration, unless only one of such persons is able to act, then in such event any one of such persons may act. Any or all of the special rights and obligations of the Declarant may be transferred to any Owner or any other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the county in which this Declaration is recorded. Nothing in this Declaration

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shall be construed to require Declarant or any successor to develop any of the Development Area in any manner whatsoever.

So long as the Declarant continues to have rights under this Declaration, no person or entity shall record any declaration of restrictions and protective covenants or similar instrument affecting any portion of the property described herein, including an amendment of this Declaration, without Declarant's review and written consent thereto. Any attempted recordation without compliance herewith shall result in such declaration of restrictions and protective covenants or similar instrument being void and of no force and effect unless subsequently approved by recorded consent from Declarant.

This provision may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this provision shall terminate fifteen (15) years from the date of this Declaration.

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

28. ENFORCEMENT OF RESTRICTIONS: In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the undersigned, its successors and assigns and the owners of the numbered lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to subsequent thereto and shall not bar or effect its enforcement.

29. REMEDIES EXTENDED TO THE STATE OF NORTH CAROLINA: To ensure that this subdivision is maintained consistent with the laws of the State of North Carolina, the State of North Carolina is specifically empowered to take such acts necessary by and through its officers to enforce any of these covenants against an Owner. The State of North Carolina is specifically made a beneficiary to these covenants.

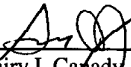
30. MODIFICATION OF RESTRICTIVE COVENANTS: Except as to specific rights retained by Declarant, these restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof during the first twenty (20) year period by written document executed by the Declarant or their successors in title and by the owner of not less than seventy-five percent (75%) or more of the subdivided lots. The Declarant may alter or amend these covenants without consent of anyone at any time. After the

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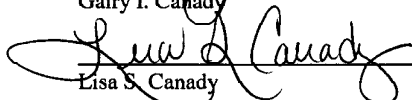
expiration of the initial twenty (20) year period, these restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by not less than seventy-five percent (75%) of the Lot Owners, and recorded in the Register of Deeds of the County in which this Declaration is recorded.

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

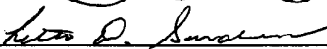
IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in its corporate name by its President, as the act and deed of the said corporation and by authority of its Board of Directors duly and legally given this day and year first above written.



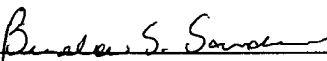
Gairy I. Canady (SEAL)



Lisa S. Canady (SEAL)



Luther Dale Sanderson (SEAL)



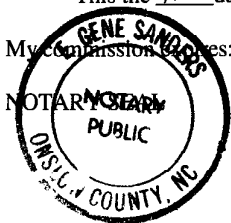
Brenda Sanderson (SEAL)

STATE OF NORTH CAROLINA
ONSLow COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Gairy I. Canady and wife, Lisa S. Canady.

This the 11th day of May, 2011.

My commission expires: 9-30-2011





Notary Public

E Gene Sanders

Typed or printed name of notary

GLENN O'KEITH FISHER, Attorney at Law
2505 Henderson Drive, Jacksonville, North Carolina 28546

STATE OF NORTH CAROLINA
ONslow COUNTY

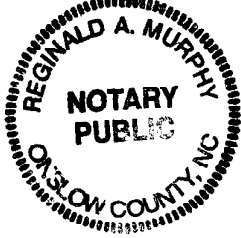
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Luther Dale Sanderson and wife, Brenda Sanderson.

This the 11th day of May, 2011.

My commission expires: Dec. 9, 2011

Reginald A. Murphy
Notary Public

NOTARY SEAL



Reginald A. Murphy
Typed or printed name of notary

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