

Prepared by: SIMS & STROUT

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

2001 OCT 17 PM 12: 24

DECLARATION OF RESTRICTIVE
COVENANTS FOR TRIFIELD ESTATES

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 15th day of October, 2001, by W.W.H., L.L.C., a limited liability company organized under the laws of the State of North Carolina, 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 that plat entitled "SURVEY FOR TRIFIELD ESTATES, SECTION 1, PHASE I, Richlands Township, Onslow County, North Carolina," prepared by Atlantic Surveying, P.A., dated April 12, 2000 and recorded in Map Book 39, Page 116, Slide K-582, Onslow County Registry.

ARTICLE II

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

ARTICLE III

ARCHITECTURAL COMMITTEE: There hereby is constituted the Trifield Architectural Committee ("Committee") to be appointed, to be replaced, to possess the qualifications and to possess the powers as specified herein. The Committee shall consist of individuals to be appointed by Declarant until Declarant releases its rights to appoint the member of the Committee by document recorded in the office of the Register of Deeds of Onslow County specifically referring to this instrument, the owners of the lots within this Subdivision from time-to-time may remove the then existing members of the Committee and replace those members with a new member or members by a writing signed by the owners of at least one-half of the lots and delivered to the then existing member(s) of the Committee. The member of the Committee shall serve without compensation or reimbursement. The Committee shall have the right to bring suit in its own name or in the name of all of the owners of the lots. If the Committee has more than one member, any member of the Committee may call a meeting upon five (5) day's notice to the other member(s) of the Committee. A written decision signed by the member(s) of the Committee shall be the decision of the Committee. Until changed by instrument recorded in the office of the Register of Deeds of Onslow County, the address

of the Committee is Rt. 5, Box 139H, Kinston, North Carolina 28504, Attention: O'Neal Heath.

PROPERTY CONTROL:

a. All plans and specifications for any structure or improvement whatsoever to be erected on any lot; the proposed location and orientation in relation to streets or lots; and the construction materials, the roofs and exterior color schemes shall require the prior written approval of the Committee. Further, any exterior changes or additions after initial approval and any exterior remodeling, reconstruction, alteration or addition on any lot also shall require the prior written approval of the Committee.

b. There shall be submitted to the Committee two (2) complete sets of the final plans and specifications for any proposed improvements, the erection or alteration of which is desired. No structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot until the final plans, elevations and specifications have received written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, mailbox, fence or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and landscape planting.

c. The committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files. Any disapproval shall state specific reasons. In the event the plans and specification are not disapproved within thirty (30) days after their receipt by the Committee, they shall be deemed approved.

d. The Committee shall have the right to disapprove any plans, specification or details submitted to it in the event they are not in accordance with the provisions of these Restrictions; if the design, height, construction materials exterior finish or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or if the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of the owner of any lot. All decisions of the Committee shall be final.

e. Neither the Committee nor any agent thereof shall be responsible for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications. Approval by the Committee does not relieve a lot owner from obtaining any required governmental approval of the proposed action.

USE, SIZE AND PLACEMENT OF RESIDENCES AND STRUCTURES:

a. Only one single-family residential dwelling designed for use as, and used as, a single-family residential dwelling may be erected, placed or used on any lot. Each lot shall be used for residential purposes only and no more than one family (and their attendant maid or nanny) may reside on a lot at any one time. No improvement or structure of any kind, other than an approved private dwelling house, patio wall, swimming pool, customary outbuildings, garage, carport, or gazebo may be erected, placed or maintained on any lot. It is provided, however, that notwithstanding the foregoing restriction, Declarant may operate or allow the operation of a sales office on a lot so long as Declarant is selling lots and houses in the general area of the Subdivision.

b. Any garage, carport, gazebo or other outbuilding shall be of the same color scheme as the dwelling. In addition, such structure shall be of the same exterior material and design as the dwelling.

c. The exterior of any dwelling or other permitted outbuilding located on a lot shall be either brick; stucco; vinyl; wood; masonry "Hardy Plank" or split face block; or some combination of the aforesaid sidings.

d. The exterior of all fireplaces, fireplace boxes and chimneys shall be constructed of some material other than masonry or concrete blocks.

ARTICLE IV

DWELLING QUALITY AND SIZE: The ground floor area of the main street exclusive of one-story porches and garages, shall be not less than 1,100 square feet for a one story dwelling, not less than 700 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. 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.

No stripped, partially wrecked or junked motor vehicle or part thereof, shall be permitted to be parked or kept on any lot. All motor vehicles of any type kept on any lot shall have current registration and inspection certificates.

No truck or other vehicle in excess of a two-ton load capacity shall be parked or kept overnight or longer, on any lot, unless prior consent is given by Declarant.

ARTICLE VII

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

The Grantees reserve for themselves their successors and assigns, an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision 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 erect 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 rear of the primary dwelling and the back lot line. No fence shall be erected between the rear 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 incinerary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

ARTICLE XII

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

ARTICLE XIII

TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding temporarily or permanently shall be allowed on any lot. 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 stored behind the main dwelling structure or placed inside the carport or garage. Only stick built or modular homes will be allowed on any lot.

ARTICLE XIV

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

ARTICLE XV

TERM: These Covenants are to run with the land and shall be binding on all parties and all persons claiming 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 XIX.

ARTICLE XVI

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

ARTICLE XVII

STORM WATER RUNOFF: No more than 18.73 percent of each lot shall be covered by structures, inclusive of rights of way, and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials. This covenant is intended to insure continued compliance with storm water runoff rules by the State of North Carolina and therefore benefits may be enforced by the State of North Carolina.

ARTICLE XVIII

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 Declarants own sixty (60%) percent or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

ARTICLE XIX

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.

IN WITNESS WHEREOF, W.W.H., L.L.C. has caused this instrument to be executed in the appropriate company name by duly authorized managers, and has adopted as its seal the word, "SEAL" appearing beside its name, this sealed instrument being executed and delivered on the date first above written.

W.W.H., L.L.C.

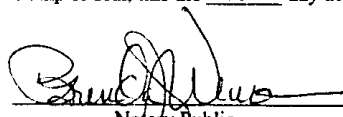
By David Heath, Manager

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NORTH CAROLINA
COUNTY OF Onslow

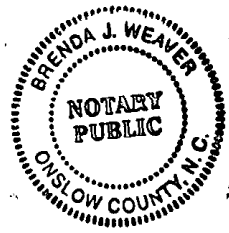
I, a Notary Public in and for said County and State, do hereby certify that
Oreal Heath, manager of W.W.H., L.L.C., a limited liability company,
personally appeared before me this day and acknowledged the due execution of the
foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal, this the 15th day of
October, 2001.



Notary Public

My Commission Expires: 08/03/2002



NORTH CAROLINA, ONSLOW COUNTY Brenda J. Weaver
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 1764 Page 735 This 17th day of October
2001 A.D. at 12:24 o'clock P M.
Mildred M. Thomas By _____
Register of Deeds, Onslow County _____
Register of Deeds

29.00
Bell

BOOK 2170 PAGE 780

2003 DEC 23 PM 12: 58

Prepared by: Bell Law Firm

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

**DECLARATION OF RESTRICTIVE
COVENANTS FOR TRIFIELD ESTATE
SECTION 1, PHASE 2 AND
SECTION 2, PHASE 2**

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 23rd day of December, 2003, by W.W.H., L.L.C., a limited liability company organized under the laws of the State of North Carolina, 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 that plat entitled "SURVEY FOR TRIFIELD ESTATES, SECTION 1, PHASE 2, Richland Township, Onslow County, North Carolina," prepared by Atlantic Surveying, P.A. dated May 1, 2003 and recorded in Map Book 45, Page 113, Slide L-19, Onslow County Registry.

BEING all that property as shown on that plat entitled "SURVEY FOR TRIFIELD ESTATES, SECTION 2, PHASE 2, Richlands Township, Onslow County, North Carolina," prepared by Atlantic Surveying, P.A. dated OCTOBER 28 2003 & recorded in Map Book 45, Page 115, Slide L-21, Onslow County Registry.

ARTICLE II

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

ARTICLE III

ARCHITECTURAL COMMITTEE: There hereby is constituted the Trifield Architectural Committee ("Committee") to be appointed, to be replaced, to possess the qualification and to possess the powers as specified herein. The Committee shall consist of individuals to be appointed by Declarant until Declarant releases its rights to appoint the member of the Committee by document recorded in the office of the Register of Deeds of Onslow County specifically referring to this instrument, the owners of the lots within this Subdivision from time-to-time may remove the then existing members of the Committee and replace those members with a new member or members by a writing signed by the owners of at least one-half of the lots and delivered to the then existing member(s) of the Committee. The member of the Committee shall serve without compensation or reimbursement. The Committee shall have the right to bring suit in its own name or in the name of all the owners of the lots. If the Committee has more than one member, any member of the Committee may call a meeting upon five (5) days notice to the other member(s) of the Committee. A written decision signed by the member(s) of the Committee shall be the decision of the Committee. Until changed by instrument recorded in the office of the Register of Deeds of Onslow County, the address of the Committee is Rt. 5, Box 139H, Kinston, North Carolina 28504, Attention: William L. Whaley, Jr.

PROPERTY CONTROL:

a. All plans and specifications for any structure or improvement whatsoever to be erected on any lot; the proposed location and orientation in relation to streets or lots; and the construction materials, the roofs and exterior color schemes shall require the prior written approval of the Committee. Further, any exterior changes or additions after initial approval and any exterior remodeling, reconstruction, alteration or addition on any lot also shall require the prior written approval of the Committee.

b. There shall be submitted to the Committee two (2) complete sets of the final plans and specifications for any proposed improvements, the erection or alteration of which is desired. No structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot until the final plans, elevations and specifications have received written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, mailbox, fence or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and landscape planting.

c. The committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files. Any disapproval shall state specific reasons. In the event the plans and specification are not disapproved within thirty (30) days after their receipt by the Committee, they shall be deemed approved.

d. The Committee shall have the right to disapprove any plans, specification or details submitted to it in the event they are not in accordance with the provisions of these Restrictions; if the design, height, construction materials exterior finish or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or if the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of the owner of any lot. All decisions of the Committee shall be final.

e. Neither the Committee nor any agent thereof shall be responsible for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications. Approval by the Committee does not relieve a lot owner from obtaining any required governmental approval of the proposed action.

USE, SIZE AND PLACEMENT OF RESIDENCES AND STRUCTURES:

a. Only one single-family residential dwelling designed for use as, and used as, a single-family residential dwelling may be erected, placed or used on any lot. Each lot shall be used for residential purposes only and no more than one family (and their attendant maid or nanny) may reside on a lot at any one time. No improvement or structure of any kind, other than an approved private dwelling house, patio wall, swimming pool, customary outbuildings, garage, carport, or gazebo may be erected, placed or maintained on any lot. It is provided, however, that notwithstanding the foregoing restriction, Declarant may operate or allow the operation of a sales office on a lot so long as Declarant is selling lots and houses in the general area of the Subdivision.

b. Any garage, carport, gazebo or other outbuilding shall be of the same color scheme as the dwelling. In addition, such structure shall be of the same exterior material and design as the dwelling.

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c: The exterior of any dwelling or other permitted outbuilding located on a lot shall be either brick; stucco; vinyl; wood; masonry "Hardy Plank" or split face block; or some combination of the aforesaid sidings.

d: The exterior of all fireplaces, fireplace boxes and chimneys shall be constructed of some material other than masonry or concrete blocks.

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 1,100 square feet for a one story dwelling, not less than 700 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. 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.

No stripped, partially wrecked or junked motor vehicle or part thereof shall be permitted to be parked or kept on any lot. All motor vehicles of any type kept on any lot shall have current registration and inspection certificates.

No truck or other vehicle in excess of a two-ton load capacity shall be parked or kept overnight or longer, on any lot, unless prior consent is given by Declarant.

ARTICLE VII

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

The Grantees reserve for themselves their successors and assigns, an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision 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 erect 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 rear of the primary dwelling and the back lot line. No fence shall be erected between the rear 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 incinerary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

ARTICLE XII

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

ARTICLE XIII

TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding temporarily or permanently shall be allowed on any lot. 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 stored behind the main dwelling structure or placed inside the carport or garage. Only stick built or modular homes will be allowed on any lot.

ARTICLE XIV

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

ARTICLE XV

TERM: These Covenants are to run with the land and shall be binding on all parties and all persons claiming 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 XIX.

ARTICLE XVI

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

ARTICLE XVII

STORM WATER RUNOFF: No more than 18.73 percent of each lot shall be covered by structures, inclusive of rights of way, and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials. This covenant is intended to insure continued compliance with storm water runoff rules by the State of North Carolina and therefore benefits may be enforced by the State of North Carolina.

ARTICLE XVIII

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 Declarants own sixty (60%) percent or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

ARTICLE XIX

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.

IN WITNESS WHEREOF, W.W.H., L.L.C. has caused this instrument to be executed in the appropriate company name by its duly authorized manager, and has adopted as its seal the word, "SEAL" appearing beside its name, this sealed instrument being executed and delivered on the date first above written.

By [Signature] (SEAL)
William L. Whaley Jr., manager
W.W.H., L.L.C.

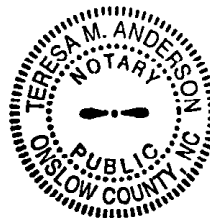
NORTH CAROLINA
COUNTY OF ONSLOW

I, a Notary Public in and for said County and State, do hereby certify that William L. Whaley Jr., manager of W.W.H., L.L.C., a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal, this the 23 day of December, 2003.

[Signature]
Notary Public

My Commission expires: 11/13/2005



NORTH CAROLINA, Onslow County Teresa M. Anderson

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 2170 Page 780 This 23 day of December

2003 at 12:58 o'clock _____ P. M.

[Signature] By _____ Register of Deeds

Register of Deeds, Onslow County

S-10

Doc ID: 007165680005 Type: CRP
 Recorded: 03/06/2009 at 04:11:11 PM
 Fee Amt: \$26.00 Page 1 of 5
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
 BK 3192 PG 858-862

Prepared by: STROUT & OSWALT, ATTORNEYS AT LAW

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

DECLARATION OF RESTRICTIVE
COVENANTS FOR TRIFIELD ESTATES

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 5th day of March, 2009, by RHC Construction & Realty, Inc., a limited liability company organized under the laws of the State of North Carolina, 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 that plat entitled "MAP FOR RECORD OF TRIFIELD ESTATES, SECTION 3 - PHASE I," prepared by Atlantic Surveying, P.A., dated July 24, 2008 and recorded in Map Book 56, Page 179, Slide M-773, Onslow County Registry.

ARTICLE II

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

ARTICLE III

ARCHITECTURAL COMMITTEE: There hereby is constituted the Trifield Architectural Committee ("Committee") to be appointed, to be replaced, to possess the qualifications and to possess the powers as specified herein. The Committee shall consist of individuals to be appointed by Declarant until Declarant releases its rights to appoint the member of the Committee by document recorded in the office of the Register of Deeds of Onslow County specifically referring to this instrument, the owners of the lots within this Subdivision from time-to-time may remove the then existing members of the Committee and replace those members with a new member or members by a writing signed by the owners of at least one-half of the lots and delivered to the then existing member(s) of the Committee. The member of the Committee shall serve without compensation or reimbursement. The Committee shall have the right to bring suit in its own name or in the name of all of the owners of the lots. If the Committee has more than one member, any member of the Committee may call a meeting upon five (5) day's notice to the

other member(s) of the Committee. A written decision signed by the member(s) of the Committee shall be the decision of the Committee. Until changed by instrument recorded in the office of the Register of Deeds of Onslow County, the address of the Committee is 742 McKnight Drive, Suite 213, Knightdale, NC 27545, Attention: Robert H. Cameron.

PROPERTY CONTROL:

a. All plans and specifications for any structure or improvement whatsoever to be erected on any lot; the proposed location and orientation in relation to streets or lots; and the construction materials, the roofs and exterior color schemes shall require the prior written approval of the Committee. Further, any exterior changes or additions after initial approval and any exterior remodeling, reconstruction, alteration or addition on any lot also shall require the prior written approval of the Committee.

b. There shall be submitted to the Committee two (2) complete sets of the final plans and specifications for any proposed improvements, the erection or alteration of which is desired. No structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot until the final plans, elevations and specifications have received written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, mailbox, fence or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and landscape planting.

c. The committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files. Any disapproval shall state specific reasons. In the event the plans and specification are not disapproved within thirty (30) days after their receipt by the Committee, they shall be deemed approved.

d. The Committee shall have the right to disapprove any plans, specification or details submitted to it in the event they are not in accordance with the provisions of these Restrictions: if the design, height, construction materials exterior finish or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or if the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of the owner of any lot. All decisions of the Committee shall be final.

e. Neither the Committee nor any agent thereof shall be responsible for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications. Approval by the Committee does not relieve a lot owner from obtaining any required governmental approval of the proposed action.

USE, SIZE AND PLACEMENT OF RESIDENCES AND STRUCTURES:

a. Only one single-family residential dwelling designed for use as, and used as, a single-family residential dwelling may be erected, placed or used on any lot. Each lot shall be used for residential purposes only and no more than one family (and their attendant maid or nanny) may reside on a lot at any one time. No improvement or structure of any kind, other than an approved private dwelling house, patio wall, swimming pool, customary outbuildings, garage, carport, or gazebo may be erected, placed or maintained on any lot. It is provided, however, that notwithstanding the foregoing restriction, Declarant may operate or allow the operation of a sales office on a lot so long as Declarant is selling lots and houses in the general area of the Subdivision.

b. Any garage, carport, gazebo or other outbuilding shall be of the same color scheme as the dwelling. In addition, such structure shall be of the same exterior material and design as the dwelling.

c. The exterior of any dwelling or other permitted outbuilding located on a lot shall be either brick; stucco; vinyl; wood; masonry "Hardy Plank" or split face block; or some combination of the aforesaid sidings.

d. The exterior of all fireplaces, fireplace boxes and chimneys shall be constructed of some material other than masonry or concrete blocks.

ARTICLE IV

DWELLING QUALITY AND SIZE: The ground floor area of the main street exclusive of one-story porches and garages, shall be not less than 1,100 square feet for a one story dwelling, not less than 650 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. 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 not shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No stripped, partially wrecked or junked motor vehicle or part thereof, shall be permitted to be parked or kept on any lot. All motor vehicles of any type kept on any lot shall have current registration and inspection certificates.

No truck or other vehicle in excess of a two-ton load capacity shall be parked or kept overnight or longer, on any lot, unless prior consent is given by Declarant.

ARTICLE VII

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

The Grantees reserve for themselves their successors and assigns, an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision 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 erect 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 rear of the primary dwelling and the back lot line. No fence shall be erected between the rear 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 incinerary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

ARTICLE XII

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

ARTICLE XIII

TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding temporarily or permanently shall be allowed on any lot. 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 stored behind the main dwelling structure or placed inside the carport or garage. Only stick built or modular homes will be allowed on any lot.

ARTICLE XIV

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

ARTICLE XV

TERM: These Covenants are to run with the land and shall be binding on all parties and all persons claiming 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 XIX.

ARTICLE XVI

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

ARTICLE XVII

STORM WATER RUNOFF: No more than 18.73 percent of each lot shall be covered by structures, inclusive of rights of way, and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials. This covenant is intended to insure continued compliance with storm water runoff rules by the State of North Carolina and therefore benefits may be enforced by the State of North Carolina.

ARTICLE XVIII

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 Declarants own sixty (60%) percent or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

ARTICLE XIX

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.

IN WITNESS WHEREOF, RHC Construction & Realty, Inc. has caused this instrument to be executed in the appropriate company name by duly authorized managers, and has adopted as its seal the word, "SEAL" appearing beside its name, this sealed instrument being executed and delivered on the date first above written.

D. A. McGowan VP
David A. McGowan, Vice President
RHC Construction & Realty, Inc.

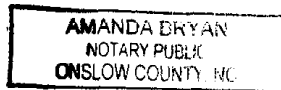
NORTH CAROLINA
COUNTY OF Onslow

I, a Notary Public in and for said County and State, do hereby certify that David A. McGowan, Vice President of RHC Construction & Realty, Inc., a North Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal, this the 5th day of March, 2009.

Amanda Bryan
Notary Public

My Commission Expires: 3/29/2012



STO



Doc ID: 007343600005 Type: CRP
Recorded: 06/09/2009 at 03:26:46 PM
Fee Amt: \$26.00 Page 1 of 5
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3241 PG 807-811

Prepared by: STROUT & OSWALT, ATTORNEYS AT LAW

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

DECLARATION OF RESTRICTIVE
COVENANTS FOR TRIFIELD ESTATES

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 8th day of June, 2009, by RHC Construction & Realty, Inc., a limited liability company organized under the laws of the State of North Carolina, hereinafter called "Declarant".

WITNESSETH:

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

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

ARTICLE I

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

BEING all of the Lots as depicted and delineated on that map entitled "Map for record of Tri-Field Estates, Section 3 - Phase 2" dated April 8, 2009, prepared by Atlantic Surveying, P.A. and appearing of record in Map Book 58, Page 5, Slide M-1079, Onslow County Registry.

ARTICLE II

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

ARTICLE III

ARCHITECTURAL COMMITTEE: There hereby is constituted the Trifield Architectural Committee ("Committee") to be appointed, to be replaced, to possess the qualifications and to possess the powers as specified herein. The Committee shall consist of individuals to be appointed by Declarant until Declarant releases its rights to appoint the member of the Committee by document recorded in the office of the Register of Deeds of Onslow County specifically referring to this instrument, the owners of the lots within this Subdivision from time-to-time may remove the then existing members of the Committee and replace those members with a new member or members by a writing signed by the owners of at least one-half of the lots and delivered to the then existing member(s) of the Committee. The member of the Committee shall serve without compensation or reimbursement. The Committee shall have the right to bring suit

in its own name or in the name of all of the owners of the lots. If the Committee has more than one member, any member of the Committee may call a meeting upon five (5) day's notice to the other member(s) of the Committee. A written decision signed by the member(s) of the Committee shall be the decision of the Committee. Until changed by instrument recorded in the office of the Register of Deeds of Onslow County, the address of the Committee is 742 McKnight Drive, Suite 213, Knightdale, NC 27545, Attention: Robert H. Cameron.

PROPERTY CONTROL:

a. All plans and specifications for any structure or improvement whatsoever to be erected on any lot; the proposed location and orientation in relation to streets or lots; and the construction materials, the roofs and exterior color schemes shall require the prior written approval of the Committee. Further, any exterior changes or additions after initial approval and any exterior remodeling, reconstruction, alteration or addition on any lot also shall require the prior written approval of the Committee.

b. There shall be submitted to the Committee two (2) complete sets of the final plans and specifications for any proposed improvements, the erection or alteration of which is desired. No structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot until the final plans, elevations and specifications have received written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, mailbox, fence or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and landscape planting.

c. The committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files. Any disapproval shall state specific reasons. In the event the plans and specification are not disapproved within thirty (30) days after their receipt by the Committee, they shall be deemed approved.

d. The Committee shall have the right to disapprove any plans, specification or details submitted to it in the event they are not in accordance with the provisions of these Restrictions; if the design, height, construction materials exterior finish or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or if the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of the owner of any lot. All decisions of the Committee shall be final.

e. Neither the Committee nor any agent thereof shall be responsible for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications. Approval by the Committee does not relieve a lot owner from obtaining any required governmental approval of the proposed action.

USE, SIZE AND PLACEMENT OF RESIDENCES AND STRUCTURES:

a. Only one single-family residential dwelling designed for use as, and used as, a single-family residential dwelling may be erected, placed or used on any lot. Each lot shall be used for residential purposes only and no more than one family (and their attendant maid or nanny) may reside on a lot at any one time. No improvement or structure of any kind, other than an approved private dwelling house, patio wall, swimming pool, customary outbuildings, garage, carport, or gazebo may be erected, placed or maintained on any lot. It is provided, however, that notwithstanding the foregoing restriction, Declarant may operate or allow the operation of a sales office on a lot so long as Declarant is selling lots and houses in the general area of the Subdivision.

b. Any garage, carport, gazebo or other outbuilding shall be of the same color scheme as the dwelling. In addition, such structure shall be of the same exterior material and design as the dwelling.

c. The exterior of any dwelling or other permitted outbuilding located on a lot shall be either brick; stucco; vinyl; wood; masonry "Hardy Plank" or split face block; or some combination of the aforesaid sidings.

d. The exterior of all fireplaces, fireplace boxes and chimneys shall be constructed of some material other than masonry or concrete blocks.

ARTICLE IV

DWELLING QUALITY AND SIZE: The ground floor area of the main street exclusive of one-story porches and garages, shall be not less than 1,100 square feet for a one story dwelling, not less than 650 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. 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 not shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No stripped, partially wrecked or junked motor vehicle or part thereof, shall be permitted to be parked or kept on any lot. All motor vehicles of any type kept on any lot shall have current registration and inspection certificates.

No truck or other vehicle in excess of a two-ton load capacity shall be parked or kept overnight or longer, on any lot, unless prior consent is given by Declarant.

ARTICLE VII

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

The Grantees reserve for themselves their successors and assigns, an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision 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 erect 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 rear of the primary dwelling and the back lot line. No fence shall be erected between

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

ARTICLE XII

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

ARTICLE XIII

TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding temporarily or permanently shall be allowed on any lot. 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 stored behind the main dwelling structure or placed inside the carport or garage. Only stick built or modular homes will be allowed on any lot.

ARTICLE XIV

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

ARTICLE XV

TERM: These Covenants are to run with the land and shall be binding on all parties and all persons claiming 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 XIX.

ARTICLE XVI

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

ARTICLE XVII

STORM WATER RUNOFF: No more than 18.73 percent of each lot shall be covered by structures, inclusive of rights of way, and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials. This covenant is intended to insure continued compliance with storm water runoff rules by the State of North Carolina and therefore benefits may be enforced by the State of North Carolina.

ARTICLE XVIII


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 Declarants own sixty (60%) percent or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

ARTICLE XIX

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.

IN WITNESS WHEREOF, RHC Construction & Realty, Inc. has caused this instrument to be executed in the appropriate company name by duly authorized managers, and has adopted as its seal the word, "SEAL" appearing beside its name, this sealed instrument being executed and delivered on the date first above written.

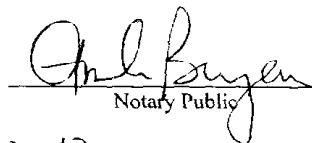


Robert H. Cameron, President
RHC Construction & Realty, Inc.

NORTH CAROLINA
COUNTY OF Onslow

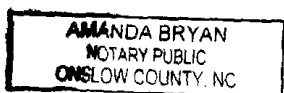
I, a Notary Public in and for said County and State, do hereby certify that Robert H. Cameron, President of RHC Construction & Realty, Inc., a North Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal, this the 8th day of June, 2009.



Notary Public

My Commission Expires: 3/29/2012





Doc ID: 008280890005 Type: CRP
Recorded: 07/12/2010 at 02:24:31 PM
Fee Amt: \$26.00 Page 1 of 5
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds

BK **3436** PG **731-735**



Prepared by: LAW OFFICES OF DOUGLAS M. STROUT

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

DECLARATION OF RESTRICTIVE
COVENANTS FOR TRIFIELD ESTATES

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 8th day of July, 2010, by RHC Construction & Realty, Inc., a limited liability company organized under the laws of the State of North Carolina, 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 depicted and delineated on that map entitled "Map for record of Tri-Field Estates, Section 3 – Phase 3" dated December 8, 2009, prepared by Atlantic Surveying, P.A. and appearing of record in Map Book 59, Page 116, Slide M-1430, Onslow County Registry.

ARTICLE II

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

ARTICLE III

ARCHITECTURAL COMMITTEE: There hereby is constituted the Trifield Architectural Committee ("Committee") to be appointed, to be replaced, to possess the qualifications and to possess the powers as specified herein. The Committee shall consist of individuals to be appointed by Declarant until Declarant releases its rights to appoint the member of the Committee by document recorded in the office of the Register of Deeds of Onslow County specifically referring to this instrument, the owners of the lots within this Subdivision from time-to-time may remove the then existing members of the Committee and replace those members with

a new member or members by a writing signed by the owners of at least one-half of the lots and delivered to the then existing member(s) of the Committee. The member of the Committee shall serve without compensation or reimbursement. The Committee shall have the right to bring suit in its own name or in the name of all of the owners of the lots. If the Committee has more than one member, any member of the Committee may call a meeting upon five (5) day's notice to the other member(s) of the Committee. A written decision signed by the member(s) of the Committee shall be the decision of the Committee. Until changed by instrument recorded in the office of the Register of Deeds of Onslow County, the address of the Committee is 742 McKnight Drive, Suite 213, Knightdale, NC 27545, Attention: Robert H. Cameron.

PROPERTY CONTROL:

a. All plans and specifications for any structure or improvement whatsoever to be erected on any lot; the proposed location and orientation in relation to streets or lots; and the construction materials, the roofs and exterior color schemes shall require the prior written approval of the Committee. Further, any exterior changes or additions after initial approval and any exterior remodeling, reconstruction, alteration or addition on any lot also shall require the prior written approval of the Committee.

b. There shall be submitted to the Committee two (2) complete sets of the final plans and specifications for any proposed improvements, the erection or alteration of which is desired. No structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot until the final plans, elevations and specifications have received written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, mailbox, fence or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and landscape planting.

c. The committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files. Any disapproval shall state specific reasons. In the event the plans and specification are not disapproved within thirty (30) days after their receipt by the Committee, they shall be deemed approved.

d. The Committee shall have the right to disapprove any plans, specification or details submitted to it in the event they are not in accordance with the provisions of these Restrictions; if the design, height, construction materials exterior finish or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or if the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of the owner of any lot. All decisions of the Committee shall be final.

e. Neither the Committee nor any agent thereof shall be responsible for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications. Approval by the Committee does not relieve a lot owner from obtaining any required governmental approval of the proposed action.

USE, SIZE AND PLACEMENT OF RESIDENCES AND STRUCTURES:

a. Only one single-family residential dwelling designed for use as, and used as, a single-family residential dwelling may be erected, placed or used on any lot. Each lot shall be used for residential purposes only and no more than one family (and their attendant maid or nanny) may reside on a lot at any one time. No improvement or structure of any kind, other than an approved private dwelling house, patio wall, swimming pool, customary outbuildings, garage, carport, or gazebo may be erected, placed or maintained on any lot. It is provided, however, that notwithstanding the foregoing restriction, Declarant may operate or allow the operation of a sales office on a lot so long as Declarant is selling lots and houses in the general area of the Subdivision.

b. Any garage, carport, gazebo or other outbuilding shall be of the same color scheme as the dwelling. In addition, such structure shall be of the same exterior material and design as the dwelling.

c. The exterior of any dwelling or other permitted outbuilding located on a lot shall be either brick; stucco; vinyl; wood; masonry "Hardy Plank" or split face block; or some combination of the aforesaid sidings.

d. The exterior of all fireplaces, fireplace boxes and chimneys shall be constructed of some material other than masonry or concrete blocks.

ARTICLE IV

DWELLING QUALITY AND SIZE: The ground floor area of the main street exclusive of one-story porches and garages, shall be not less than 1,100 square feet for a one story dwelling, not less than 650 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. 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 not shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No stripped, partially wrecked or junked motor vehicle or part thereof, shall be permitted to be parked or kept on any lot. All motor vehicles of any type kept on any lot shall have current registration and inspection certificates.

No truck or other vehicle in excess of a two-ton load capacity shall be parked or kept overnight or longer, on any lot, unless prior consent is given by Declarant.

ARTICLE VII

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

The Grantees reserve for themselves their successors and assigns, an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision 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 erect 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 rear of the primary dwelling and the back lot line. No fence shall be erected between the rear 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 incinerary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

ARTICLE XII

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

ARTICLE XIII

TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding temporarily or permanently shall be allowed on any lot. 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 stored behind the main dwelling structure or placed inside the carport or garage. Only stick built or modular homes will be allowed on any lot.

ARTICLE XIV

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

ARTICLE XV

TERM: These Covenants are to run with the land and shall be binding on all parties and all persons claiming 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 XIX.

ARTICLE XVI

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

ARTICLE XVII

STORM WATER RUNOFF: No more than 18.73 percent of each lot shall be covered by structures, inclusive of rights of way, and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials. This covenant is intended to insure continued compliance with storm water runoff rules by the State of North Carolina and therefore benefits may be enforced by the State of North Carolina.

ARTICLE XVIII

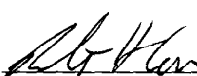
MODIFICATION: These restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof

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 Declarants own sixty (60%) percent or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

ARTICLE XIX

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.

IN WITNESS WHEREOF, RHC Construction & Realty, Inc. has caused this instrument to be executed in the appropriate company name by duly authorized managers, and has adopted as its seal the word, "SEAL" appearing beside its name, this sealed instrument being executed and delivered on the date first above written.

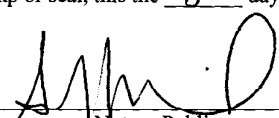


Robert H. Cameron, President
RHC Construction & Realty, Inc.

NORTH CAROLINA
COUNTY OF Wake

I, a Notary Public in and for said County and State, do hereby certify that Robert H. Cameron, President of RHC Construction & Realty, Inc., a North Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal, this the 8th day of July, 2010.



Notary Public



My Commission Expires: June 28, 2014

Doc ID: 008730830005 Type: CRP
 Recorded: 02/24/2011 at 04:40:18 PM
 Fee Amt: \$26.00 Page 1 of 5
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
 BK 3556 PG 522-526

Prepared by: LAW OFFICES OF DOUGLAS M. STROUT

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

DECLARATION OF RESTRICTIVE
COVENANTS FOR TRIFIELD ESTATES

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 31 day of January, 2011, by RHC Construction & Realty, Inc., a limited liability company organized under the laws of the State of North Carolina, 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 depicted and delineated on that map entitled "Map for record of Tri-Field Estates, Section 3 - Phase 4" dated 18 day of January, 2011, prepared by Atlantic Surveying, P.A. and appearing of record in Map Book 161, Page 114, Slide M-1702, Onslow County Registry.

ARTICLE II

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

ARTICLE III

ARCHITECTURAL COMMITTEE: There hereby is constituted the Trifield Architectural Committee ("Committee") to be appointed, to be replaced, to possess the qualifications and to possess the powers as specified herein. The Committee shall consist of individuals to be appointed by Declarant until Declarant releases its rights to appoint the member of the Committee by document recorded in the office of the Register of Deeds of Onslow County specifically referring to this instrument, the owners of the lots within this Subdivision from time-to-time may remove the then existing members of the Committee and replace those members with

a new member or members by a writing signed by the owners of at least one-half of the lots and delivered to the then existing member(s) of the Committee. The member of the Committee shall serve without compensation or reimbursement. The Committee shall have the right to bring suit in its own name or in the name of all of the owners of the lots. If the Committee has more than one member, any member of the Committee may call a meeting upon five (5) day's notice to the other member(s) of the Committee. A written decision signed by the member(s) of the Committee shall be the decision of the Committee. Until changed by instrument recorded in the office of the Register of Deeds of Onslow County, the address of the Committee is 742 McKnight Drive, Suite 213, Knightdale, NC 27545, Attention: Robert H. Cameron.

PROPERTY CONTROL:

a. All plans and specifications for any structure or improvement whatsoever to be erected on any lot; the proposed location and orientation in relation to streets or lots; and the construction materials, the roofs and exterior color schemes shall require the prior written approval of the Committee. Further, any exterior changes or additions after initial approval and any exterior remodeling, reconstruction, alteration or addition on any lot also shall require the prior written approval of the Committee.

b. There shall be submitted to the Committee two (2) complete sets of the final plans and specifications for any proposed improvements, the erection or alteration of which is desired. No structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot until the final plans, elevations and specifications have received written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, mailbox, fence or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and landscape planting.

c. The committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files. Any disapproval shall state specific reasons. In the event the plans and specification are not disapproved within thirty (30) days after their receipt by the Committee, they shall be deemed approved.

d. The Committee shall have the right to disapprove any plans, specification or details submitted to it in the event they are not in accordance with the provisions of these Restrictions; if the design, height, construction materials exterior finish or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or if the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of the owner of any lot. All decisions of the Committee shall be final.

e. Neither the Committee nor any agent thereof shall be responsible for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications. Approval by the Committee does not relieve a lot owner from obtaining any required governmental approval of the proposed action.

USE, SIZE AND PLACEMENT OF RESIDENCES AND STRUCTURES:

a. Only one single-family residential dwelling designed for use as, and used as, a single-family residential dwelling may be erected, placed or used on any lot. Each lot shall be used for residential purposes only and no more than one family (and their attendant maid or nanny) may reside on a lot at any one time. No improvement or structure of any kind, other than an approved private dwelling house, patio wall, swimming pool, customary outbuildings, garage, carport, or gazebo may be erected, placed or maintained on any lot. It is provided, however, that notwithstanding the foregoing restriction, Declarant may operate or allow the operation of a sales office on a lot so long as Declarant is selling lots and houses in the general area of the Subdivision.

b. Any garage, carport, gazebo or other outbuilding shall be of the same color scheme as the dwelling. In addition, such structure shall be of the same exterior material and design as the dwelling.

c. The exterior of any dwelling or other permitted outbuilding located on a lot shall be either brick; stucco; vinyl; wood; masonry "Hardy Plank" or split face block; or some combination of the aforesaid sidings.

d. The exterior of all fireplaces, fireplace boxes and chimneys shall be constructed of some material other than masonry or concrete blocks.

ARTICLE IV

DWELLING QUALITY AND SIZE: The ground floor area of the main street exclusive of one-story porches and garages, shall be not less than 1,100 square feet for a one story dwelling, not less than 650 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. 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 not shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No stripped, partially wrecked or junked motor vehicle or part thereof, shall be permitted to be parked or kept on any lot. All motor vehicles of any type kept on any lot shall have current registration and inspection certificates.

No truck or other vehicle in excess of a two-ton load capacity shall be parked or kept overnight or longer, on any lot, unless prior consent is given by Declarant.

ARTICLE VII

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

The Grantees reserve for themselves their successors and assigns, an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision 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 erect 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 rear of the primary dwelling and the back lot line. No fence shall be erected between the rear 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 incinerary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

ARTICLE XII

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

ARTICLE XIII

TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding temporarily or permanently shall be allowed on any lot. 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 stored behind the main dwelling structure or placed inside the carport or garage. Only stick built or modular homes will be allowed on any lot.

ARTICLE XIV

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

ARTICLE XV

TERM: These Covenants are to run with the land and shall be binding on all parties and all persons claiming 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 XIX.

ARTICLE XVI

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

ARTICLE XVII

STORM WATER RUNOFF: No more than 3,000 square feet of each lot shall be covered by structures, inclusive of rights of way, and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials. This covenant is intended to insure continued compliance with storm water runoff rules by the State of North Carolina and therefore benefits may be enforced by the State of North Carolina.

ARTICLE XVIII


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 Declarants own sixty (60%) percent or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

ARTICLE XIX

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.

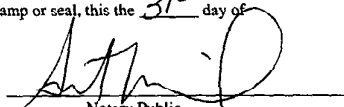
IN WITNESS WHEREOF, RHC Construction & Realty, Inc. has caused this instrument to be executed in the appropriate company name by duly authorized managers, and has adopted as its seal the word, "SEAL" appearing beside its name, this sealed instrument being executed and delivered on the date first above written.


Robert H. Cameron, President
RHC Construction & Realty, Inc.

NORTH CAROLINA
COUNTY OF Wake

I, a Notary Public in and for said County and State, do hereby certify that Robert H. Cameron, President of RHC Construction & Realty, Inc., a North Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal, this the 31st day of January, 2011.


Notary Public



My Commission Expires: 6/28/2014