

BOOK 716 PAGE 379

NORTH CAROLINA

ONSLow COUNTY

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, WESTMINSTER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in Greensboro, North Carolina, hereinafter called "Owner," is the owner of all that tract of land located in Onslow County, North Carolina, and designated and known as Woodlands Section I, as shown on plat recorded in Map Book 22, Page 131, Slide B-399, in the office of the Register of Deeds of Onslow County.

AND WHEREAS, Owner desires to provide for stability and appeal in the development of said land:

NOW, THEREFORE, Owner hereby covenants and agrees to and with all persons, firms, and corporations now owning or hereafter acquiring any of the numbered lots included on said plat, that all of said numbered lots shall be and the same now are, to the extent hereinafter defined and described, subject to the following restrictions as to the use thereof, running with said land by whosoever owned, to wit:

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

2. DWELLING, QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one story open porches and garages, shall be, if a single family residence, not less than 850

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square feet for a one story dwelling, nor less than 650 square feet for a dwelling of more than one story.

3. BUILDING LOCATION: No building shall be located on any lot nearer than the setback line as shown on the recorded plat. No building shall be located with respect to side lot lines so as to be nearer than 10 feet to either such line. No garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches 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 per cent in the location of a building on the lot with respect to the minimum setback lines shall not be considered as a violation of this covenant.

4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred to, if any such lots as shown do not meet these minimum requirements.

5. 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.

6. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, 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

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improvements for which a public authority or utility company is responsible. A twenty (20) foot buffer easement is reserved along the rear of Lots 6 through 14, inclusive, Block A, as shown on said plat. This easement is established for the purpose of the preservation of existing vegetation and preserving a natural area. Westminster Company shall have the right, but shall not be obligated, to remove whatever existing vegetation that may be necessary, and to plant additional vegetation. No structure of any type shall be allowed within this easement except for a fence erected by Westminster Company. Westminster Company shall have the right, but shall not be obligated, to maintain said easement and fence.

7. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

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

9. ERECTION OF FENCES: No fence shall be erected between the front building line and the street right of way line in excess of 3 feet in height. No fence shall be erected between the front building line and the main dwelling and the back lot line in excess of 6 feet in height. Where corner lots occur with adjacent lots sharing the same right of way line, no fence in excess of 3 feet in height shall be constructed along the right of way of the corner lots or nearer the right of way than the front building line of the adjacent lots. No fence shall be allowed within any easement, except for a fence to be erected by Westminster Company as provided in paragraph six of these restrictions.

10. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot parallel to the building line, one sign of

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not more than three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

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

12. SIGHT DISTANCE AT INTERSECTION: No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 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 sightline limitations shall apply on 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 intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

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

14. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall

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automatically extend for successive periods of ten 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.

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

16. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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

IN TESTIMONY WHEREOF, WESTMINSTER COMPANY has caused this Declaration to be signed in its corporate name by its Senior Vice President and attested by its Assistant Secretary and its corporate seal to be hereunto affixed this 30th day of November, 1984.

WESTMINSTER COMPANY

By:

Joseph K. Thomas
Senior Vice President

ATTEST:

James E. Miller
Assistant Secretary

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NORTH CAROLINA

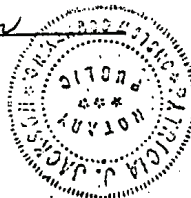
ONSLOW COUNTY

I, Patricia J. Jackson, a Notary Public of the State and County aforesaid, certify that James E. Maides personally appeared before me this day and acknowledged that he is Assistant Secretary of Westminster Company, a corporation organized under the laws of the State of North Carolina, and having an office in the City of Jacksonville, North Carolina, and that by authority duly given him and as the act of the Corporation, the foregoing instrument was signed in its name by its Senior Vice President, sealed with the Corporate Seal, and attested by him as its Assistant Secretary.

Witness my hand and notarial seal, this the 8th day of November 19 84 .

Patricia J. Jackson
Notary Public

My Commission Expires: 8-17-85



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

Patricia J. Jackson
Notary(s) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 716 Page 379 This 30 day of November 19 84 A.D. at 4:34 o'clock P.M.
Michael M. Brown By _____
Register of Deeds, Onslow County

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1010572

NORTH CAROLINA

ONslow COUNTY

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, WESTMINSTER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in Greensboro, North Carolina, hereinafter called "Owner," is the owner of all that tract of land located in Onslow County, North Carolina, and designated and known as Woodlands Section II-A, as shown on plat recorded in Map Book 22, Page 186, Slide C-54, in the office of the Register of Deeds of Onslow County.

AND WHEREAS, Owner desires to provide for stability and appeal in the development of said land:

NOW, THEREFORE, Owner hereby covenants and agrees to and with all persons, firms, and corporations now owning or hereafter acquiring any of the numbered lots included on said plat, that all of said numbered lots shall be and the same now are, to the extent hereinafter defined and described, subject to the following restrictions as to the use thereof, running with said land by whomsoever owned, to wit:

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

2. DWELLING, QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one story open porches and garages, shall be, if a single family residence, not less than 850

square feet for a one story dwelling, nor less than 650 square feet for a dwelling of more than one story.

3. BUILDING LOCATION: No building shall be located on any lot nearer than the setback line as shown on the recorded plat. No building shall be located with respect to side lot lines so as to be nearer than 10 feet to either such line. No garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches 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 per cent in the location of a building on the lot with respect to the minimum setback lines shall not be considered as a violation of this covenant.

4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred to, if any such lots as shown do not meet these minimum requirements.

5. 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.

6. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, 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

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improvements for which a public authority or utility company is responsible.

7. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

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

9. ERECTION OF FENCES: No fence shall be erected between the front building line and the street right of way line in excess of 3 feet in height. No fence shall be erected between the front building line and the main dwelling and the back lot line in excess of 6 feet in height. Where corner lots occur with adjacent lots sharing the same right of way line, no fence in excess of 3 feet in height shall be constructed along the right of way of the corner lots or nearer the right of way than the front building line of the adjacent lots.

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

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

12. SIGHT DISTANCE AT INTERSECTION: No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2

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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 sightline limitations shall apply on 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 intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

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

14. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall automatically extend for successive periods of ten 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.

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

16. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

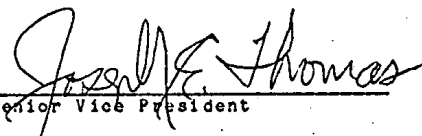
BOOK 729 PAGE 38

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

IN TESTIMONY WHEREOF, WESTMINSTER COMPANY has caused this Declaration to be signed in its corporate name by its Vice President and attested by its Assistant Secretary and its corporate seal to be hereunto affixed this 3rd day of April, 1985.

WESTMINSTER COMPANY

By:


 Senior Vice President



 Assistant Secretary

NORTH CAROLINA

ONslow COUNTY

I, Patricia J. Jackson, a Notary Public of the State and County aforesaid, certify that James E. Maides personally appeared before me this day and acknowledged that he is Assistant Secretary of Westminster Company, a corporation organized under the laws of the State of North Carolina, and having an office in the City of Jacksonville, North Carolina, and that by authority duly given him and as the act of the Corporation, the foregoing instrument was signed in its name by its Senior Vice President, sealed with the Corporate Seal, and attested by him as its Assistant Secretary.

Witness my hand and notarial seal, this the 3rd day of April, 1985.


 Notary Public

My Commission Expires: 8-17-85

NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Patricia J. Jackson

Notary Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in

Book 729 Page 34 This 4 day of April1985 A.D. 10:05 o'clock A M.

By _____

Register of Deeds

BOOK 729 PAGE 39

CERTIFICATE OF BUSINESS UNDER ASSUMED NAME STATUTE

NORTH CAROLINA, ONSLOW COUNTY.

In accordance with the provisions of Chapter 66, Section 68, of the North Carolina General Statutes, this is to certify that the business known as Roger's Auto Sales with principal office located at RT-1, Box 150 Jacksonville NC

is owned by Roger B. Newbold.

IN WITNESS WHEREOF, the said party has hereunto set his hand and seal this the 3rd day of APRIL, 1985.

Roger B. Newbold (SEAL)

NORTH CAROLINA, ONSLOW COUNTY.

I, J. Michael Morton, a Notary Public in and for said County and State do hereby certify that Roger B. Newbold personally appeared before me this day and acknowledged the due execution of the foregoing Certificate of Business under Assumed Name Statute for the purposes herein expressed.

Witness my hand and notarial seal this 3 day of April, 1985.

N.P. Seal (affix)

My commission expires: _____



JACKSONVILLE, N.C. 28540
MY COMMISSION EXPIRES 8-2-87

NORTH CAROLINA, ONSLOW COUNTY.

The foregoing certificate of J. Michael Morton is certified to be correct. This instrument was presented for registration and duly recorded in this office in Book 729, Page 39.

This 4th day of April, 19 85 at 10:15 o'clock A.

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

For Amendment to this instrument refer to Book 898 Page 253 9-16-86
" " " " 803 " 607 10-27-86
BOOK 791 PAGE 627

NORTH CAROLINA

DECLARATION OF RESTRICTIONS

ONSLow COUNTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, WESTMINSTER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in the City of Greensboro, State of North Carolina, hereinafter called "Owner," is the owner of all that tract of land located in Onslow County, North Carolina, and designated and known as "Woodlands, Section II-B" shown on that certain plat recorded in Plat Book 23, Page 74, Slide C-182 and "Woodlands, Section II-C" shown on that certain plat recorded in Plat Book 23, Page 59, Slide C-167, in the office of the Register of Deeds of Onslow County.

AND WHEREAS, Owner desires to provide for stability and appeal in the development of said land:

NOW, THEREFORE, Owner hereby covenants and agrees to and with all persons, firms, corporations now owning or hereafter acquiring any of the numbered lots included on said plats, that all of said numbered lots shall be and the same now are, to the extent hereinafter defined and described, subject to the following restrictions as to the use thereof, running with said land by whomsoever owned, to wit:

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

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2. DWELLING, QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1100 square feet for a one story dwelling nor less than 900 square feet for a dwelling of more than one story.

3. BUILDING LOCATION: No building shall be located on any lot nearer than the setback line as shown on the recorded plat. No building shall be located with respect to side lot lines so as to be nearer than 10 feet to either such line. No garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches 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 per cent in the location of a building on the lot with respect to the minimum setback lines shall not be considered as a violation of this covenant.

4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred to, if any such lots as shown do not meet these minimum requirements.

5. 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.

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through 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.

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 breed or maintained for any commercial purposes.

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

9. ERECTION OF FENCES: No fence shall be erected between the front building line and the street right-of-way line in excess of 3 feet in height. No fence shall be erected between the front building line of the main dwelling and the back lot line in excess of 6 feet in height. Where corner lots occur with adjacent lots sharing the same right-of-way line, no fence in excess of 3 feet in height shall be constructed along the right-of-way of the corner lots nearer the right-of-way than the front building line of the adjacent lots.

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

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

12. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 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 sightline

BOOK 791 PAGE 630

limitations shall apply on 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 distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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

14. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said 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.

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

16. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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

IN TESTIMONY WHEREOF, WESTMINSTER COMPANY, has caused this Declaration to be signed in its corporate name by its Vice President and attested by its Assistant Secretary and its corporate seal to be hereunto affixed this 6th day of August, 1986.

BOOK 791 PAGE 631

WESTMINSTER COMPANY

William J. Wilson
Vice President

Rebecca S. Benson
Assistant Secretary

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Patricia J. Jackson, a Notary Public, do hereby certify that Rebecca S. Benson personally appeared before me this day and acknowledged that she is Assistant Secretary of the Westminster Company, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by herself as its Assistant Secretary.

Witness my hand and notarial seal this 6th day of August,
1986.

Patricia J. Jackson
Notary Public

My Commission expires: 8/17/90

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

Patricia J. Jackson

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 791 Page 627 This 6 day of August
19 86 A.D. 10:05 o'clock A. M.
Michael M. Thomas By _____
Register of Deeds, Onslow County Register of Deeds

BOOK 798 PAGE 233

NORTH CAROLINA
ONSLow COUNTY

AMENDMENT TO DECLARATION OF RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF RESTRICTIONS, made and entered into this the 16th day of September, 1986, by WESTMINSTER COMPANY, a North Carolina corporation, hereinafter called "Owner" and GROVER E. FISHER and wife, MARGARET K. FISHER, of Onslow County, North Carolina, hereinafter referred to as "Buyers";

W I T N E S S E T H:

THAT, WHEREAS, owner and buyers are owners of all that tract of land designated and known as "Woodlands, Section II-B" as shown on that certain plat recorded in Plat Book 23, Page 74, Slide C-182 and "Woodlands, Section II-C" shown on that certain plat recorded in Plat Book 23, Page 59, Slide C-167, in the Office of the Register of Deeds of Onslow County; and

WHEREAS, owner caused to be recorded that certain Declaration of Restrictions dated August 6, 1986 and recorded in Book 791, Page 527, Onslow County Registry and paragraph 2 of said Declaration of Restrictions contains the following phrase:

"Nor less than Nine Hundred (900) square feet for a dwelling of more than one (1) story."

and owner intended for said phrase to read as follows:

"Nor less than Seven Hundred (700) square feet for a dwelling of more than one (1) story."

NOW, THEREFORE, owner and buyers do hereby amend said phrase by deleting the number Nine Hundred (900) and substituting the number Seven Hundred (700) in that paragraph 2 of said Declaration of Restrictions and it is hereby amended to read as follows:

"2. DWELLING, QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one (1) story open porches and garages, shall not be less than One Thousand One Hundred (1,100) square feet for a one (1) story dwelling nor less than Seven Hundred (700) square feet for a two (1) story dwelling."

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IN WITNESS WHEREOF, owner and buyers have hereunto called
this Amendment to Declaration of Restrictions to be properly
executed as of the day and year first above written.

WESTMINSTER COMPANY

By *Joseph E. Howard* (SEAL)
Senior Vice President

ATTEST:

Rebecca S. Benson
Secretary

Grover E. Fisher (SEAL)
GROVER E. FISHER

Margaret K. Fisher (SEAL)
MARGARET K. FISHER

NORTH CAROLINA
ONSLOW COUNTY

I, Patricia J. Jackson, a Notary Public in and for
said County and State do hereby certify that Rebecca S. Benson
personally came before me this day and acknowledged that he is
Secretary of WESTMINSTER COMPANY, a North Carolina corporation, and
that by authority duly given and as the act of the corporation, the
foregoing instrument was signed in its name by its President,
sealed with its corporate seal and attested by its Secretary.
WITNESS my hand and notarial seal, this the 16th day of
September, 1986.

Patricia J. Jackson
Notary Public

My Commission Expires:
8/17/90

NORTH CAROLINA
ONSLOW COUNTY

I, Patricia J. Jackson, a Notary Public in and for said
County and State do hereby certify that GROVER E. FISHER and wife,
MARGARET K. FISHER personally appeared before me this day and
acknowledged the due execution of the foregoing instrument in
writing for the purposes therein expressed.
WITNESS my hand and notarial seal, this the 16th day of
September, 1986.

Patricia J. Jackson
Notary Public

My Commission Expires:
8/17/90

NORTH CAROLINA, ONSLOW County
The foregoing certificate(s) of _____

Patricia J. Jackson

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 798 Page 233 This 16th day of Sept.
19 86 at 10:27 o'clock A.
Patricia J. Jackson
Notary of ONSLOW County

BOOK 803 PAGE 607

NORTH CAROLINA
ONslow COUNTY

AMENDMENT TO DECLARATION OF RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF RESTRICTIONS, made and entered into this the 27th day of October, 1986, by WESTMINSTER COMPANY, a North Carolina corporation, hereinafter called "Owner" and GROVER E. FISHER and wife, MARGARET K. FISHER, of Onslow County, North Carolina, hereinafter referred to as "Buyers";

W I T N E S S E T H:

THAT, WHEREAS, Owner and Buyers are owners of all that tract of land designated and known as "Woodlands, Section II-B" as shown on that certain plat recorded in Plat Book 23, Page 74, Slide C-182 and "Woodlands, Section II-C" shown on that certain plat recorded in Plat Book 23, Page 59, Slide C-167, in the Office of the Register of Deeds of Onslow County; and

WHEREAS, Owner caused to be recorded that certain Declaration of Restrictions dated August 6, 1986 and recorded in Book 791, Page 627, Onslow County Registry and paragraph 1 of said Declaration of Restrictions contains the following phrase:

"'Woodlands, Section II-B', as recorded in Map Book 23, Page 74, Slide C-182" and 'Woodlands, Section II-C' shown on that certain plat recorded in Plat Book 23, Page 59, Slide C-167 ..."

and Owner intended for said phrase to read as follows:

"'Woodlands, Section II-B', as recorded in Map Book 23, Page 59, Slide C-167 and 'Woodlands, Section II-C' shown on that certain plat recorded in Plat Book 23, Page 74, Slide C-182 ..."

NOW, THEREFORE, Owner and Buyers do hereby amend said phrase by deleting "Woodlands, Section II-B", as recorded in Map Book 23, Page 74, Slide C-182 and "Woodlands, Section II-C" as shown on that certain plat recorded in Plat Book 23, Page 59, Slide C-167" and substituting "Woodlands, Section II-B", as recorded in Map Book 23, Page 59, Slide C-167 and "Woodlands, Section II-C", shown on that certain plat recorded in Plat Book 23, Page 74, Slide C-182" and that paragraph 1 of said Declaration of Restrictions and it is

BOOK 803 PAGE 608

hereby amended to read as follows:

"WHEREAS, WESTMINSTER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in the City of Greensboro, State of North Carolina, hereinafter called "Owner", is the owner of all that tract of land located in Onslow County, North Carolina and designated and known as "Woodlands, Section II-B" shown on that certain plat recorded in Plat Book 23, Page 59, Slide C-167 and "Woodlands, Section II-C" shown on that certain plat recorded in Plat Book 23, Page 74, Slide C-182, in the Office of the Register of Deeds of Onslow County, North Carolina."

IN WITNESS WHEREOF, Owner and Buyers have hereunto called this Amendment to Declaration of Restrictions to be properly executed as of the day and year first above written.

WESTMINSTER COMPANY

By Joseph E. Thomas (SEAL)
President

ATTEST:

Rebecca S. Canada
Secretary

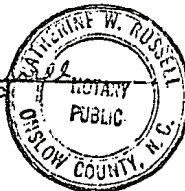
Grover E. Fisher (SEAL)
GROVER E. FISHER
Margaret K. Fisher (SEAL)
MARGARET K. FISHER

NORTH CAROLINA
ONSLOW COUNTY

I, Catherine W. Russell, a Notary Public in and for said County and State, do hereby certify that Rebecca S. Canada personally came before me this day and acknowledged that she is the Secretary of WESTMINSTER COMPANY, a North Carolina corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested to by its Secretary.

WITNESS my hand and notarial seal, this the 27th day of October, 1986.

Catherine W. Russell
Notary Public



My Commission Expires:
August 24, 1991

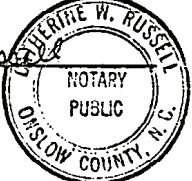
BOOK 803 PAGE 609

NORTH CAROLINA
ONSLOW COUNTY

I, Catherine W. Russell, a Notary Public in and for said County and State, do hereby certify that GROVER E. FISHER and wife, MARGARET K. FISHER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this the 27th day of October, 1986.

Catherine W. Russell
Notary Public



My Commission Expires:

August 24, 1991

NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of

Catherine W. Russell

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 803 Page 607 This 27 day of October 1986 A.D., at 9:56 o'clock A. M.
Michael M. Hester By _____
Register of Deeds, Onslow County Register of Deeds

H. Waters

BOOK 1085 PAGE 485

NORTH CAROLINA:

ONslow COUNTY:

'92 DEC 11 PM 3 16

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, made this 11th day of December, 1992, by THE JOHN P. PETTEWAY COMPANY, a North Carolina Corporation, hereinafter called "Declarant";

WITNESSETH:

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

ARTICLE I

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

Being all of those designated lots as shown on a plat entitled, "Woodlands - Section II-D" prepared by James E. Stewart and Associates, Inc., and recorded in Map Book 29, Page 58, Slide G-6, Onslow County Registry.

ARTICLE II

The real property described in Article I hereof is subjected to the protective covenants and restrictions hereby declared to insure the

BOOK 1085 PAGE 486

best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard an inharmonious improvement of lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE III

All lots shall be used for residential purposes. No building shall be erected, altered, placed or be permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

ARTICLE IV

No building shall be located on any lot nearer to the front or side street lot lines than the minimum building set-back lines shown on recorded map referred to in Article I hereof. No building shall be located nearer than ten (10) feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located one hundred (100) feet or more from the minimum building set-back line.

BOOK 1085 PAGE 487

For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Declarant reserves the right to waive minor violations of the set-back and side line requirements set forth in this paragraph.

(Violations not in excess of ten (10%) percent of the minimum requirements shall be deemed minor.)

ARTICLE V

No single story residential structure which has an area of less than 1,000 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot, and no story and one-half, two story or two and one-half story residential structure which has a ground floor area of less than 800 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot.

ARTICLE VI

No residential structure shall be erected or placed or permitted to remain on any lot having a width of less than 75 feet at the minimum set-back line. No residential structure shall be erected or placed or permitted to remain on any lot having an area of less than 10,000 square feet, provided a dwelling may be erected on any lot shown on the above referred to recorded plat.

ARTICLE VII

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be

BOOK 1085 PAGE 488

erected or maintained on the premises. No trade material or inventories may be stored upon the premises and no trucks or tractors may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot.

ARTICLE VIII

No trailer, tent, shack, barn or other outbuilding shall be erected or placed on any lot covered by these covenants. No detached garage shall at any time be used for human habitation temporarily or permanently.

ARTICLE IX

No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property.

ARTICLE X

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot unless shown in excess of 10 feet on the recorded plat, in which case the plat shall control. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, 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

BOOK 1085 PAGE 489

owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XI

No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building set-back lines established herein.

ARTICLE XII

Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner.

ARTICLE XIII

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2023, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots covered by these covenants it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent it, her, him or them from so doing or to recover damages or other dues for such violation.

ARTICLE XIV

Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person

or persons to take action to enforce the violation of any of these
covenants and restrictions shall not prevent the enforcement of such
covenant or covenants in the future.

IN TESTIMONY WHEREOF, the said THE JOHN P. PETTEWAY COMPANY has
caused this instrument to be executed in its corporate name the day and
year first above written.

THE JOHN P. PETTEWAY COMPANY
BY: John P. Petteway
John P. Petteway, President

ATTEST:

Brenda M. Petteway
Brenda M. Petteway, Secretary

NORTH CAROLINA:

ONSLOW COUNTY:

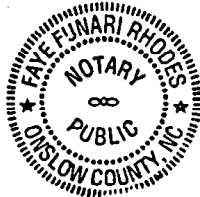
I, a Notary Public of the County and State aforesaid, certify that
JOHN P. PETTEWAY personally came before me this day and acknowledged that
he is President of THE JOHN P. PETTEWAY COMPANY, a North Carolina
corporation, and that by authority duly given and as the act of the
corporation, the foregoing instrument was signed in its name by its
President, sealed with its corporate seal and attested by BRENDA M.
PETTEWAY its Secretary.

Witness my hand and notarial stamp of seal, this 11th day of
December, 1992.

Faye Funari Rhodes
Notary Public

My Commission Expires:

May 25, 1994



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

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 1085 Page 485 This 11th day of December
1992 at 3:16 clock P M.
Michael M. Thomas By _____
Register of Deeds, Onslow County Register of Deeds

BOOK 1244 PAGE 465

NORTH CAROLINA:

1995 JUN 21 PM 3:13

ONSLOW COUNTY:

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, made this 21st day of June, 1995, by THE JOHN P. BETTEWAY COMPANY, a North Carolina Corporation, hereinafter called 'Declarant':

W I T N E S S E T H:

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

ARTICLE I

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

Being all of those designated lots as shown on that plat entitled, "Woodlands - Section III-A" prepared by Parker and Associates, Inc., and recorded in Map Book 3., Page 166, Slide H-154, Onslow County Registry.

ARTICLE II

The real property described in Article I hereof is subjected to the protective covenants and restrictions hereby declared to insure the

BOOK 1244 PAGE 466

best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and unharmonious improvement of lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE III

All lots shall be used for residential purposes. No building shall be erected, altered, placed or be permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

ARTICLE IV

No building shall be located on any lot nearer to the front or side street lot lines than the minimum building set-back lines shown on recorded map referred to in Article I hereof. No building shall be located nearer than ten (10) feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located one hundred (100) feet or more from the minimum building set-back line.

BOOK 1244 PAGE 467

For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Declarant reserves the right to waive minor violations of the set-back and side line requirements set forth in this paragraph. (Violations not in excess of ten (10%) percent of the minimum requirements shall be deemed minor.)

ARTICLE V

No single story residential structure which has an area of less than 1,000 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot, and no story and one-half, two story or two and one-half story residential structure which has a ground floor area of less than 800 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot.

ARTICLE VI

No residential structure shall be erected or placed or permitted to remain on any lot having a width of less than 75 feet at the minimum set-back line. No residential structure shall be erected or placed or permitted to remain on any lot having an area of less than 10,000 square feet, provided a dwelling may be erected on any lot shown on the above referred to recorded plat.

ARTICLE VII

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be

BOOK 1244 PAGE 468

erected or maintained on the premises. No trade material or inventories may be stored upon the premises and no trucks or tractors may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot.

ARTICLE VIII

No trailer, tent, shack, barn or other outbuilding shall be erected or placed on any lot covered by these covenants. No detached garage shall at any time be used for human habitation temporarily or permanently.

ARTICLE IX

No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property.

ARTICLE X

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot unless shown in excess of 10 feet on the recorded plat, in which case the plat shall control. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, 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

BOOK 1244 PAGE 469

owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XI

No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building set-back lines established herein.

ARTICLE XII

Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner.

ARTICLE XIII

No more than 3,445 square feet of any lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials. This covenant is intended to insure continued compliance with storm water runoff rules adopted by the State of North Carolina and therefore benefits may enforced by the State of North Carolina.

ARTICLE XIV

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2023, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots covered by these covenants it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceedings at law or in

BOOK 1244 PAGE 470

equity against the person or persons violating or attempting to violate any such covenants, and either to prevent it, her, him or them from so doing or to recover damages or other dues for such violation.

ARTICLE XV

Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not prevent the enforcement of such covenant or covenants in the future.

IN TESTIMONY WHEREOF, the said THE JOHN P. PETTEWAY COMPANY has caused this instrument to be executed in its corporate name the day and year first above written.

THE JOHN P. PETTEWAY COMPANY
BY: John P. Petteway
John P. Petteway, President

ATTEST:

Brenda M. Petteway
Brenda M. Petteway, Secretary

NORTH CAROLINA:

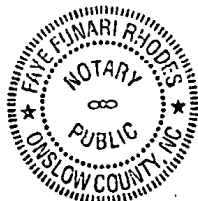
ONSLOW COUNTY:

I, a Notary Public of the County and State aforesaid, certify that JOHN P. PETTEWAY personally came before me this day and acknowledged that he is President of THE JOHN P. PETTEWAY COMPANY, a North Carolina corporation, and that by authority duly given and as the act of the

BOOK 1244 PAGE 471

corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by BRENDA M. PETTEWAY its Secretary.

Witness my hand and notarial stamp of seal, this 21st day of June, 1995.



Faye Funari Rhodes
Notary Public
My Commission Expires: MAY 25, 1999

1995 JUN 21 PM 3:13

NORTH CAROLINA, Onslow County Faye Funari Rhodes
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 1244 Page 465 This 21st day of June 1995 A.D. at 3:13 PM o'clock P. M. By Michael S. Roman Register of Deeds, Onslow County

BOOK 1381 PAGE 464

1997 JUL -8 PM 2:53

NORTH CAROLINA:

ONSLow COUNTY:

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, made this 8th day of July, 1997, by THE JOHN P. PETTEWAY COMPANY, a North Carolina Corporation, hereinafter called "Declarant":

W I T N E S S E T H:

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

ARTICLE I

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

Being all of those designated lots as shown on a plat entitled, "Woodlands - Section III-B" prepared by Parker & Associates, Inc., and recorded in Map Book 35, Page 37, Slide J-544, Onslow County Registry.

ARTICLE II

The real property described in Article I hereof is subjected to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot