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RECORDED AND VERIFIED
MARY ODE COPE
REGISTER OF DEEDS
STATE OF NORTH CAROLINA
NEW HANOVER CO. NC.
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**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
OF JAMESBOROUGH COURT,
PHASE 1**

THIS DECLARATION, made this the 4th day of May, 1994, by CGH INVESTMENTS, a North Carolina General Partnership, hereinafter referred to as "Declarant";

WITNESSETH:

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WHEREAS, Declarant is the Owner of certain property in Harnett Township, New Hanover County, North Carolina, which is more particularly described as follows:

Being all of Phase 1, Jamesborough Court, as the same is shown on a map thereof recorded in Map Book 33, Page 390, in the Office of the Register of Deeds of New Hanover County, North Carolina, more or less 0.88 acre, to which map reference is hereby made for a more particular description.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties have any right, title or interest the described properties of any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I
Definitions**

Section 1. Owner shall mean and refer to the record Owner, whether one or more persons or entities, or a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. Properties shall demand and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter by brought within the jurisdiction of these covenants, conditions and restrictions.

Section 3. Lot shall mean and refer to Phase 1, as shown in the plat of Jamesborough Court, recorded as aforesaid, in the New Hanover County Registry together with any structure or dwelling thereon.

RECORDED TO
Mindy Rogers
Hadrick & Blackwell
343-1432

Section 4. Declarant shall mean and refer to CGH Investments, a North Carolina General Partnership, its successors and assigns. The address of the partnership is 201 Bradley Drive, Wilmington, NC 28409.

Section 5. Declaration shall mean this instrument as it may be from time to time amended or supplemented. However, any such subsequent amendments shall not subject Phase 1 to any restrictions beyond those contained herein.

Section 6. Eligible Mortgage Holder or Eligible Holders is defined as a holder of a first mortgage or lien.

Section 7. Mortgages shall mean a beneficiary under a mortgage or Deed of Trust.

ARTICLE II **Declarant's Rights**

Section 1. The Declarant hereby reserves the right annex and subject to these restrictions other real property, including, but not limited to Phase 2 as shown on Map Book 33, page 390, in order to extend the scheme of this Declaration to other property to be developed and thereby bring such additional properties within the jurisdiction of these declarations. Each additional parcel or tract of land, with the improvements thereon, or to be placed thereon, which is subjected to this Declaration shall be designated consecutively as "Phase 2", "Phase 3", and such other similar designations for any additional phases added.

Section 2. The rights reserved by Declarant in all Phases or Sections, except Phase 1 include the right to change, alter or designate roads, utility and drainage facilities and easement, and to change, alter or redesignate such other present and proposed amenities or facilities as may in the sole judgment of the Declarant, be necessary or desirable; except neither the declarant nor the owner shall have the right to change or modify Article IV, Section 7.

Section 3. The Declarant, its successors and any lot owners in phase II or other subsequent phases shall only have rights in and to the "access easement" shown on Map 33 Page 390 to enter at reasonable times for the purpose of maintaining drainage flow through that drainage ditch located in the easement. This shall not be construed to provide the Declarant, its successors or any lot owner in other phases with vehicular or pedestrian ingress, egress or regress, except as necessary for the allowed maintenance of the drainage ditch.

ARTICLE IV
Use Restrictions

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Section 1. Land Use and Building Type. All lots shall be used for residential purposes only. Phase 1 shall not be subdivided. It is the intent of this restriction that Phase 1 shall remain a single family lot with one residential dwelling and garage or out building upon it. No building shall be erected, altered, placed or permitted to remain on the lot contained in Phase 1 other than one single family dwelling, not to exceed two stories in height, and one detached garage or out building.

Section 2. 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.

Section 3. Junk Vehicles. No inoperable vehicle or vehicle without current registration and insurance will be permitted on the premises.

Section 4. Outside Furniture. No furniture shall be permitted on the front porch except porch furniture and plants. Porch furniture shall be permitted on the rear deck. All grills, accessories, bicycles, toys or other similar items must be kept and stored so as not to be visible from the street at all times.

Section 5. Temporary Structures. No structure of a temporary character, trailer basement, tent, shack, garage, barn or other outbuilding shall be used on any lot any time as a residence either temporarily or permanently.

Section 6. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and provided further that they shall be at all times properly fenced (invisible fencing is acceptable) or leashed, and personally escorted.

Section 7. Maximum Allowable Built Upon Area. The maximum allowable built-upon area for Phase 1 is 11,499 square feet inclusive of the right-of-way, structures, pavement, walkways or patios of brick, stone or slate, not including wood decking. This covenant (Article IV, Section 7) may be enforced by the State of North Carolina

ARTICLE V
General Provision

Section 1. Municipal Water, Sewer Service and Utilities. Municipal sewer service shall be provided by New Hanover County or other municipal agency or

department.

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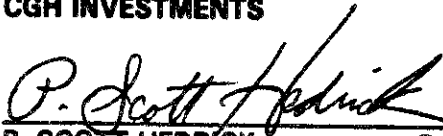
Section 2. Enforcement. The Declarant or Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 4. Lots, Persons and Entities Subject to the Declaration. All present and future Owners, tenants, and occupants of Lots and their guests or invitees, shall be subject to, and shall comply with the provisions of the Declaration, and as the Declaration may be amended from time to time. The Acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such Owner, tenant or occupant and that they will fully comply with the terms and conditions of said Declaration. The covenants and restrictions of the Declaration shall be enforceable by the Owner of any lot, their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having at any time any interest or estate in any lot as though such provision were made a part of each and every deed of conveyance or lease.

IN WITNESS WHEREOF, CGH Investments, the Declarant, has caused this instrument to be executed its General Partners, all the day and year first above written.

CGH INVESTMENTS

 (SEAL)
P. SCOTT HEDRICK General Partner

 (SEAL)
CHARLES N. GARRETT, JR. General Partner

 (SEAL)
JAMES T. COOKE General Partner

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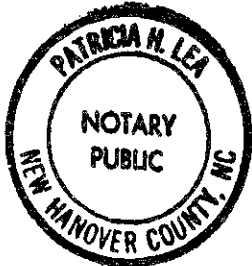
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COUNTY OF NEW HANOVER

I, PATRICIA H. LEA, a Notary Public in and for the State and County aforesaid, do hereby certify that P. SCOTT HEDRICK, CHARLES N. GARRETT, JR., and JAMES T. COOKE personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 4th day of MAY, 1994.



Patricia H. Lea
NOTARY PUBLIC

My Commission expires: 1/3/96

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

The foregoing certificate of Patricia H. Lea, a Notary Public, is certified to be correct. This the 4th day of MAY, 1994.

MARY SUE OOTS
REGISTER OF DEEDS OF NEW HANOVER COUNTY

By: Linda P. Alston
Deputy/Assistant Register of Deeds