



7. It is agreed that in order to obtain electricity service, telephone service, and cable television service to the parcel of land conveyed by the conveyance, and other property adjacent to it, an easement along the front property line or back property line may be required by the Carolina Power and Light Company, the Southern Bell Telephone and Telegraph Company, and Cable Television Company, and that if one or all of the aforementioned companies shall request such easement, it will be granted by the property owners without charge.

8. No trees, exceeding three (3) inches in diameter measured one (1) foot above ground, bushes, shrubs, or other vegetation whatever, may be removed from any lot without prior written approval of Declarant, or its designee, based upon a site plan, landscaping plan or planting plan submitted to Declarant, or its designee. This restriction shall become void twenty (20) years from this date.

9. No noxious or offensive trade or activity shall be carried on or maintained upon said lot or part of any lot, or shall any use be made of any portion of said property which may be or become an annoyance or nuisance to the neighborhood. No domesticated farm animals or fowls shall be kept on the property. In the event yards are not properly maintained, they shall be cleaned up at the owner's expense. Unsightly inoperative junk cars and like eyesores cannot be maintained on the property either prior to or after the residence has been erected.

10. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which would tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

11. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which will remain in full force and effect.

12. No inoperable vehicle or vehicle without current registration and insurance will be permitted on any lot any time.

13. No part of any building erected on any lot herein conveyed shall be nearer than thirty-five (35) feet to the front property line of said lot, not nearer than ten percent (10%) of the front width of said lot to any side boundary line. Provided, however, if the owner of two or more lots shall elect to use them for one residence, the boundary line or lines between the lots so used shall not be regarded as side boundary lines of the lots. In the event of the unintentional violation of any of the building line restrictions herein set forth, the undersigned reserves the right by and with the mutual written consent of the owner or owners for the time being of the lots adjacent to said lot upon which violation has occurred thereby to change such restrictions accordingly, provided, however, that such change shall not exceed ten percent (10%) of the marginal requirements of such building line restrictions.

14. No television satellite signal receiving dishes will be permitted on any lot at any time and no chain link or wire fences shall at any time be placed or permitted to remain in the front yard of any lot.

15. All covenants and restrictions herein shall run with the land and shall be binding on all parties owning lots in said subdivision for a period of twenty (20) years from the date hereof, at which time these covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of said lots not under legal disability, it is agreed to revoke or amend same. These restrictions may be amended at any time by a majority vote of the lot owners.

16. If the purchaser of any lots or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

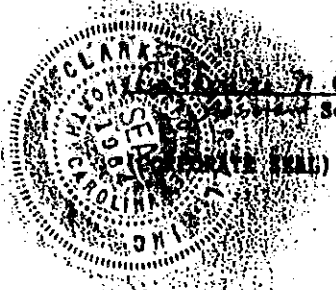
1373 1949

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed in its corporate name and its corporate seal affixed by its duly authorized officers, this the 1st day of May, 1987.

ATTEST:

CLARK & FARRELL, INC.,

BY: Larry Paramore  
Vice President



Robert N. Clark  
Secretary

STATE OF NORTH CAROLINA  
COUNTY OF New Hanover

I, Virginia W. Goodwin, a Notary Public in and for the aforesaid County and State do hereby certify that Catherine N. Clark personally appeared before me this day and acknowledged that he/she is the Secretary of CLARK & FARRELL, INC., a North Carolina corporation, and that by authority duly given and as the act of the said corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by him/herself as its Assistant Secretary.

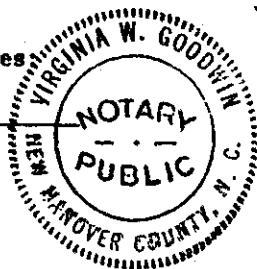
WITNESS my hand and notarial seal, this the 1st day of May, 1987.

Virginia W. Goodwin  
Notary Public

My commission expires

9-9-91

(NOTARIAL SEAL)



STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

The foregoing certificate of Virginia W. Goodwin Notary Public is certified to be correct. This the 5 day of May, 1987.

REBECCA P. TUCKER - REGISTER OF DEEDS  
NEW HANOVER COUNTY, NORTH CAROLINA

BY: Debra T. Baham  
Deputy/Asst.