

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 Norse Corp. or its designee, based upon a site plan, landscaping plan or planting plan submitted to Norse Corp. 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.

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. The Declarant has executed and recorded or simultaneously with the recording of this Declaration, will execute and record, Articles of Association, establishing a community property owners association to be known as Sweetwater Homeowners Association, a private unincorporated association, (herein referred to as the "Association"), to provide for the operation, maintenance, upkeep, repair and replacement of the private street serving the subdivision for the mutual benefit, enjoyment and protection of all lot owners in Sweetwater Subdivision. All persons, firms or corporations now owning or hereafter acquiring title to a lot in the subdivision shall be members of the Association and shall take title subject to the Articles of Association all the terms and provisions of which are incorporated herein by reference. Membership in the Association shall be appurtenant to and shall be inseparable from ownership of a lot in the subdivision.

The private street constructed or to be constructed by Declarant to serve the subdivision shall remain the private property of the Declarant and shall be maintained by the Declarant at its sole cost and expense until June 1, 1988. Thereafter, the individual lot owners in the subdivision shall be fully responsible for the upkeep and maintenance of said street through the payment of assessments to be established by the Association in accordance with the Articles of Association referred to above. Notwithstanding anything in this instrument to the contrary, the Declarant reserves the right at any time to dedicate the street serving the subdivision to public use and turn over operation and control of the same to public authorities. The Declarant reserves the absolute alienable easements over said street as necessary to provide for future development by the Declarant, or its successors and assigns, of any properties adjoining the subdivision, if the Declarant should acquire title to such property for the purposes of development.

12. All wells are to be to the rear of all lots. Septic tanks are to be placed in the front of the lots.

13. 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.

14. No boat, motor boat, camper, or similar type vehicle shall be permitted to remain on any lot at any time unless by consent of the Association.

15. No inoperable vehicle or vehicle without current registration and insurance will be permitted on any lot at any time. The Association shall have the right to have all such vehicles towed away at the owner's expense.

16. If a garage or carport is constructed, the entrance shall open to the side or rear of the house.

17. All homes will be at least forty(40)feet from front property line and no closer than 10% of the width of the lot from side property lines.

18. If the purchaser of any tracts 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.

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 3rd day of ~~June~~^{September}, 1986.

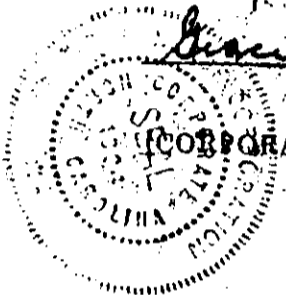
NORSE CORP.

By: [Signature]
President

ATTEST:

[Signature]
Secretary

(CORPORATE SEAL)



STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER GUILFORD

I, Becky G. Hatfield Britt, a Notary Public in and for the aforesaid County and State, do hereby certify that Grace E. Avery personally appeared before me this day and acknowledged that he/she is Secretary of NORSE CORP., a corporation, and that by authority duly given and as the act of the corporation, the foregoing was signed in its name by its President, sealed with its corporate seal, and attested by himself/herself as its Secretary.

WITNESS my hand and notarial seal, this 3rd day of ~~June~~^{August}_{September}, 1986.

[Signature]
Notary Public

My Commission Expires:

July 23, 1989

(NOTARIAL SEAL)

BECKY G. HATFIELD (BRITT)
NOTARY PUBLIC
GUILFORD COUNTY, NC
COMM. EXPIRES JULY 23, 1989

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

The foregoing certificate of Becky G. Hatfield Britt, a Notary Public, is certified to be correct. This 3 day of Sept, 1986.

REBECCA P. TUCKER
Register of Deeds - New Hanover County

By: [Signature]
Deputy/Assistant