

population of said animals may not exceed one (1) per acre and shall not become a problem for neighbors. Fowl are permissible so long as the total population per tract does not exceed twenty (20) per tract. Dogs and cats are also permissible as pets but not raised as a commercial business.

9. These restrictions may be enforced by the Seller, or any property owner in the division, either by equitable restraint against the violation thereof, or for monetary damages, or any other lawful remedy, and the invalidation of any one of the conditions and restrictions shall in no way affect any other such provision.

10. These restrictions may be amended at any time upon the approval of the subdividers plus seventy-five (75%) per cent of the current property owners. This process shall be done in accordance with current North Carolina Law.

11. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 2006, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the then owners it is agreed to change said covenants in whole or in part.

12. No unlawful or offensive use shall at any time be made of any of the property in this subdivision.

13. The Seller will maintain the streets in this division in a passable condition for one (1) year. It is the intention of the Seller that the property owners in this division be responsible for the maintenance of the street after the initial selling period. The new owners may wish to form a home owners association to handle street maintenance and other matters. The property in this division is therefore sold upon the special condition that the owners thereof, except for the subdividers, shall be responsible for the maintenance and upkeep of all roads in the subdivision on a pro-rata road frontage basis after the initial one (1) year period. This condition may be amended by action of a home owners association in the event that such association is formed.

IN TESTIMONY WHEREOF, the undersigned owners have hereunto set their hands and seals for the purpose herein expressed.

This the 11th day of April, 1986.

Charles C. Highsmith (SEAL)
Charles Highsmith

Margie B. Highsmith (SEAL)
Margie B. Highsmith

NORTH CAROLINA

PENDER COUNTY

I, Martha A. Deal, Notary Public do hereby certify that CHARLES HIGHSMITH and wife, MARGIE B. HIGHSMITH personally appeared before me this day and acknowledged the due execution of the foregoing instrument.