

Prepared by Dixon, Doub & Conner (RDD)

NORTH CAROLINA
PITT COUNTY

RESTRICTIVE COVENANTS FOR CLARKS FARM, SECTIONS 1 AND 2

KNOW ALL MEN BY THESE PRESENTS, that GROUP II, INC., a North Carolina corporation, hereinafter referred to as "DECLARANT", does hereby make this declaration of covenants and do hereby impress upon the following property, for any person, firm or corporation, now owning or hereafter acquiring as owner, any lot or parcel of land in the area designated to Clarks Farm Subdivision, located in Chicod Township, Pitt County, North Carolina, more particularly described as follows:

That certain tract or parcel of land lying and being in Chicod Township, Pitt County, North Carolina and more particularly described as follows:

BEGINNING at a PK nail set in the centerline of NCSR 1755, said PK nail set being the northeastern corner of Lot No. 1, Clarks Farm, Section 1 as is more particularly described in that certain Map of record for Clarks Farm, Section 1 of record in Map Book 46, Page 184, Pitt County Public Registry. From said PK nail set and POINT OF BEGINNING, thence South $11^{\circ}50'17''$ East 712.77 feet to an existing PK nail set in the centerline of NCSR 1755, said point being the most northeastern corner of the Michael Gordon Clark property as described in Deed Book 479, Page 634 and Deed Book 42, Page 182 of the Pitt County Public Registry, thence South $85^{\circ}48'17''$ West to a point in the southeastern corner of Lot 13 of Clarks Farm, Section 2, thence South $85^{\circ}48'17''$ West 72.76 feet to a point, thence South $87^{\circ}30'54''$ West 137.72 feet to a point, thence South $86^{\circ}48'10''$ West 93.95 feet to a point, thence South $82^{\circ}39'15''$ West 98.54 feet to a point, thence South $81^{\circ}11'29''$ West 101.61 feet to a point, thence South $80^{\circ}39'18''$ West 75.53 feet to a point, thence South $80^{\circ}39'18''$ West 35.51 feet to a point, thence South $77^{\circ}39'08''$ West 90.47 feet to a point, thence South $79^{\circ}34'22''$ West 95.59 feet to a point, thence South $80^{\circ}39'16''$ West 94.95 feet to a point, thence South $81^{\circ}41'16''$ West 84.07 feet to a point, thence North $78^{\circ}56'46''$ West 21.78 feet to a point, thence North $40^{\circ}46'09''$ West 41.05 feet to a point, thence North $36^{\circ}56'56''$ West 36.05 feet to a point, thence North $36^{\circ}56'56''$ West 17.00 feet to a point, thence North $37^{\circ}05'06''$ West 108.14 feet to a point, thence North $37^{\circ}15'22''$ West 110.12 feet to a point, thence North $36^{\circ}31'28''$ West 91.10 feet to a point, thence North $41^{\circ}05'01''$ West 22.30 feet to a point, thence North $51^{\circ}02'18''$ West 31.65 feet to a point, thence North $57^{\circ}56'25''$ West 57.15 feet to a point, thence North $57^{\circ}23'28''$ West 42.43 feet to a point, thence North $12^{\circ}49'25''$ West 27.62 feet to a point, thence North $05^{\circ}01'44''$ East 132.74 feet to a point, thence North $79^{\circ}31'44''$ East 1,234.93 feet to a point, thence North $79^{\circ}31'30''$ East 250.07 feet to a point, the POINT OF BEGINNING. Said tract is the northernmost portion of that certain property described in Map Book 14, Page 61 and being further described as the northernmost portion of Tract 2 as described in that certain plat of record in Map Book 31, Page 225 of the Pitt County Public Registry, containing 21.0 acres, more or less.

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The above described real property is subject to the following covenants and restrictions as to the use thereof running with the land by whomsoever owned, to wit:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until May 15, 2017, at which time said covenants shall be automatically extended by successive periods of ten (10) years unless, by vote by a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part. If the parties hereto or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other persons owning any real property situate 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 others dues for such violation.

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

1. This property shall be known, described and restricted to residential purposes only. Doublewide mobile homes are permitted, as well as modular type homes. Only new doublewide homes or new modular type homes are permitted. No previously owned doublewide or modular homes are allowed. No single wide mobile homes are permitted on the property. Each doublewide mobile home or modular home must have a brick skirting. Any porch and steps must also be constructed with brick.

2. Each doublewide mobile home or modular home may include an attached garage or carport so long as the garage attachment or carport's design and structure is approved in writing by declarant or its designee prior to construction.

3. Each lot may also have one outside storage building or outbuilding. Such building must be constructed of vinyl siding with shingle roof of approved metal siding and in keeping with the design and material of the residential structure. Prior to construction and/or set-up, the design and structure of the outside storage building or outbuilding must be approved in writing by the declarant or its designee.

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4. The total square footage of any dwelling constructed on any lot on the property, exclusive of one-story porches and garages shall not be less than 1,400 heated square feet.

5. No noxious or offensive trade or activity shall be carried on upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and no condition shall be permitted or allowed to exist on the property which is or may become an annoyance or nuisance to the neighborhood.

6. No structure of a temporary nature including, but not limited to, a basement, tent, shack, garage, barn or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently; and no trailer, tent, shack, barn or other outbuilding shall be permitted to exist on the property as a residence.

7. No sign of any kind shall be displayed to the public view on this property except one sign of not more than eight (8) square feet advertising the property for sale, or signs used by a builder, developer, realtor, or owner to advertise the property during construction and when for sale.

8. No animals, livestock, poultry, or reptiles of any kind shall be raised, bred, or kept on any portion of the property. No hunting dogs may be kept, bred or sold on the property. Kennels are not allowed on the property. No fence, pen, or other like kind structure may be constructed on the property without the prior written approval of declarant or declarant's designee. However, each owner may keep up to two domesticated household pets, such as a small dog or cat on the property. EXCEPT, the owner of Lot 7 may keep horses on the lot and construct a fence in accordance with Paragraph 13 for keeping the horses for his personal use - no rental or boarding of horses shall be allowed.

9. No barbershop, beauty parlors, or shops or any commercial or business activity shall be permitted or shall suffer to remain on the property, and no activity shall be carried on which, under the ordinances of Pitt County, North Carolina, are identified as "cottage industries". No trade materials or inventories may be stored upon the premises,, and no business or commercial venture shall be directed or carried on at the property. No tractor-

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trailer trucks may be regularly stored or parked upon the property. This provision shall not, however, be interpreted to prohibit the owner of a pick-up truck, up to one ton in size, to be used by any owner of this property for his personal conveyance and/or employment, and such truck may be parked upon the property. Also, the owner of the property may park thereon a lawn or garden tractor to be used for the upkeep of the property.

10. 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 materials shall be kept in clean and sanitary condition.

11. All individual purchasers, from and after the date of the recording of this Declaration shall be required to keep their respective portion of the property free and clear of weeds, rubbish, trash, debris and other matter. All yards and grounds of each lot must be maintained and mowed on a regular basis.

12. To prevent driveways to each residence located on any lot within the property from disrupting existing street drainage, it is required that fifteen inch (15") pipe be properly installed under the driveways for such lots pursuant to required specifications unless a different size is approved by Stroud Engineering P.A. or by the North Carolina Department of Transportation.

13. No fence shall be constructed, built or erected on any lot on the property, except for a chain link fence, split-rail fence, or privacy fence constructed of salt treated lumber, redwood, or vinyl. Any such chain link fence, split rail fence, vinyl or privacy fence shall be constructed, built or erected at least one foot from the property lines of such lot, after having obtained written approval for same from declarant, or its designee.

14. No dwelling, building, structure or outbuilding of any kind or nature shall be constructed, erected, placed or altered on any lot on the property until the construction plan, specifications or plans showing the location of such structure have been approved in writing by declarant or its designee.

15. No family dwelling shall be located nearer to the front line than the minimum building setback lines as shown on the recorded map. No family dwelling shall be located nearer than ten (10) feet to any side lot or back lot line. No outbuilding may be located within seventy-five (75) feet from the front lot line and shall not be located nearer than ten (10) feet to any side or back lot line.

16. Each lot shall be allowed to have one rear yard light, not to exceed a maximum of 175 watts in strength. Said rear yard light shall be installed behind the residential structure.

17. All utilities, including electric, telephone, water, sewer, gas or other utilities must be installed underground.

IN WITNESS WHEREOF, GROUP II, INC. has caused this document to be executed by its President, attested by its Secretary and sealed with its corporate seal on the 18th day of June, 1997.

GROUP II, INC.

BY Della S. Dixon (SEAL)
President

ATTEST:

Bobby J. Dixon
SECRETARY
(CORPORATE SEAL)



NORTH CAROLINA
PITT COUNTY

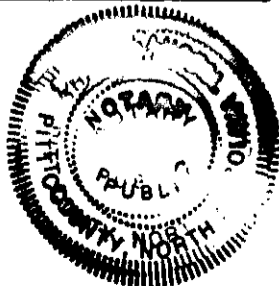
I, Sharon Angel, a Notary Public of the aforesaid County and State, do hereby certify that Bobby J. Dixon personally appeared before me this day and acknowledged he/she is _____ Secretary of GROUP II, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by Bobby J. Dixon as its _____ Secretary.

WITNESS my hand and seal, this the 18th day of June, 1997.

Sharon Angel
NOTARY PUBLIC

My Commission Expires:

1-22-2001



NORTH CAROLINA - Pitt County

The foregoing certificate of Sharon Angel
a notary public is certified to be correct.

Filed for registration this the 18th day of June
19 97 at 4:52 o'clock P M.

ANNIE G. HOLDER, Register of Deeds
By Annie G. Holder
Deputy Register of Deeds

LAW OFFICES OF DIXON, DOWD & COMPANY, P.O. Drawer 8668, Greenville, N.C. 27635-8668 (919) 355-8100