

RESTRICTIONS FOR VIRGINIA CREEK FOREST

1. All lots shall be used for Residential purposes only and shall not be used for any business or commercial purpose. However, this shall not prevent a professional person from practicing his profession from his home.
2. No residence shall be constructed or located on said property smaller than seven hundred fifty (750) square feet of floor space on the main floor, which shall be exclusive of porches, steps, walks, breeze ways, carports, garages, etc. All structures are to be approved by the developer or his agent as to design and materials and exterior finish.
3. No mobile home or house trailer shall be located on said property being less than twelve (12) feet wide and sixty (60) feet long. Only a commercially built mobile home or house trailer shall be permitted. No mobile home more than five (5) years old shall be permitted unless approved by developer. All mobile homes shall be underpinned with materials approved by the developer or his agent.
4. All additions and outbuildings shall be approved by the developer or his agent as to design and material.
5. Not more than one (1) residence or mobile home shall be erected or located on any lot in said subdivision.
6. No part of any building erected on the lot herein conveyed shall be nearer than ten (10) feet to the side boundary line of said lot, nor nearer than twenty (20) feet to the front and rear property line of the above described property. Provided however, if the owner of the 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.
7. No tents, shacks, campers, motor homes or temporary structure shall be located on said lot or used at any time as a residence nor shall any buildings or structure of a temporary nature be permitted on said lot. Location of well, septic tank and structure shall be approved by the developer or his agent.
8. No lot or lots described herein as shown on the recorded plot shall be resubdivided.
9. The grantor reserves for itself, its successors and assigns the right to lay or establish underground pipes, drains, sewers, conduit, wires and similar facilities for use of any public utility or function, along a strip of land ten (10) feet in width along the front boundary lines of each subdivided lot, and the further right to enter from time to time upon the said premises for the purpose of repairing and maintaining such pipes, drains, sewers, conduit, wires and similar faculties, not withstanding anything to the contrary herein.
10. No outside toilets or privies shall be maintained upon the premises described herein.
11. All driveways to lots from dedicated streets in said subdivision shall be adequately drained, and said drainage shall be maintained by the owners of said lots as such maintenance is necessary. Lots with ditch in front shall have at least a fifteen (15) inch galvanized or concrete pipe furnished by owner.
12. The grantor reserves for itself, its successors and assigns the right to open and maintain drainage ditches as shown by the fifteen (15) foot drainage easement on the map of Virginia Creek Forest, said map dated May 21, 1983 and recorded in Map Book 20, at page 77 of the Pender County Registry.

13. No abandoned or junk automobiles, appliances, boats, wreckage or other junk shall be allowed on said property. All homes, mobile homes and outbuildings shall be maintained and kept in an orderly and neat fashion. The premises shall be kept free of all trash and unsightly debris.
14. No livestock or farm animals shall be housed or grazed on said property,
15. No noxious or offensive trade or activity shall be carried on or maintained on any part of the aforesaid subdivision, nor shall any use be made of any portion of said property which may be or become an annoyance or nuisance to the neighborhood.
16. No sign shall be erected on lot.
17. Invalidation of any of the covenants by judgment or court order shall in no way effect any of the other covenants herein which shall remain in full force and effect.
18. If the parties hereto, or any of them or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any other person or persons, owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violation.
19. These restrictions are subject to being altered, modified, canceled or changed at anytime as to said subdivision as a whole or as to any subdivision lot or part there of by written documents executed by grantor and by the owners of no less than sixty (60) percent of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the Register of Deeds office of Pender County, North Carolina.
20. Electrical utilities to run underground from power pole to pedestal.
21. Any trees cut larger than six (6) inches in diameter must be approved by developer before cutting.

FILED

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JOYCE M. SWICEGOOD
REGISTER OF DEEDS
PENDER COUNTY, NC

COVER SHEET

(Type of Document: Road Maintenance Agreement)

Grantor: VIRGINIA CREEK FOREST HOA

Trustee (If applicable): JAMES A. HOWARD

Grantee: TO WHOM IT MAY CONCERN

(Brief Description of property, if applicable): _____



Return to: Ray C. Blackburn, Jr.

REGISTERED
JOYCE M. SWICEGOOD
REGISTER OF DEEDS
PENDER COUNTY, NC

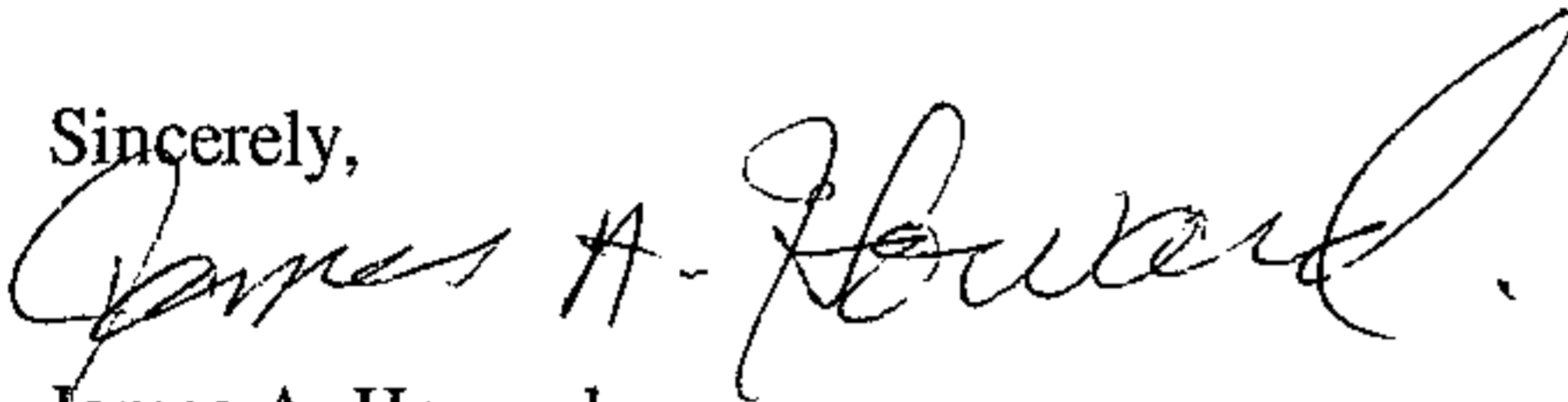
August 27, 2003

To Whom It May Concern,

King Drive in Hampstead, NC is a privately maintained road and is maintained by the Virginia Creek Forest H.O.A.

I am the President of the Virginia Creek Forest Homeowners Association and this letter is to verify the above information.

Sincerely,

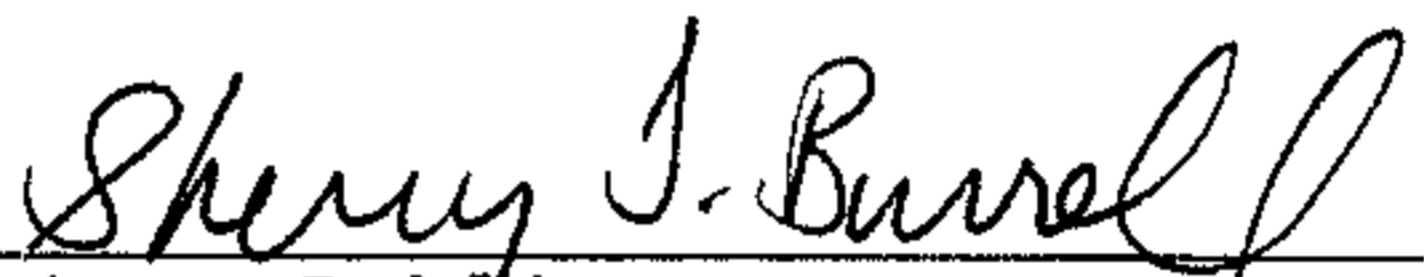
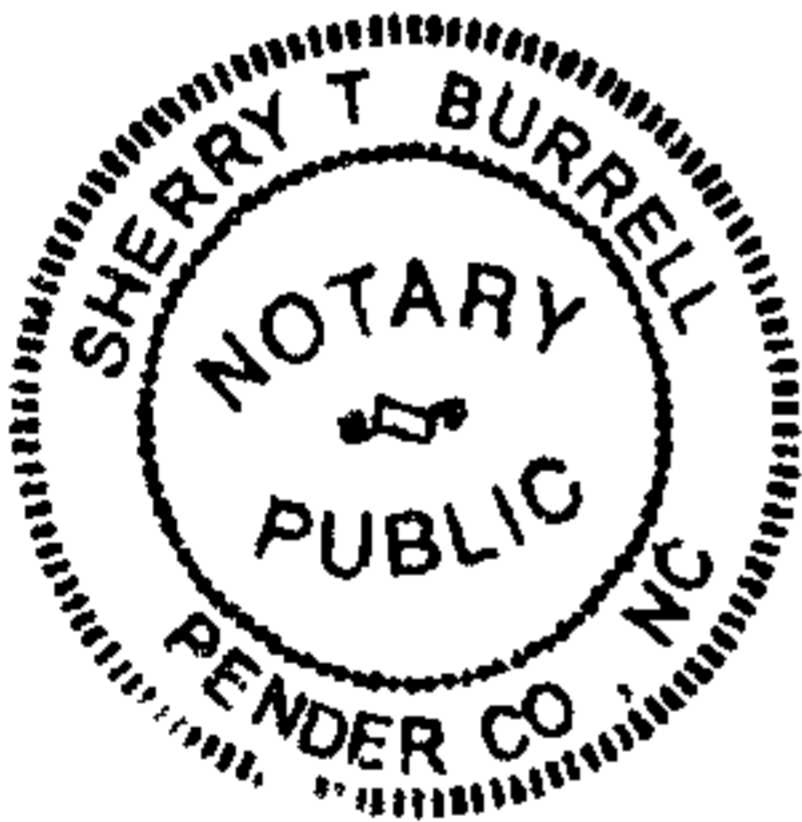


James A. Howard
137 Pond View Circle
Hampstead, NC
910.329.1232

State of North Carolina
County of Pender

I, Sherry T. Burrell, a notary public for the said state and county above, do hereby certify that James A. Howard personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and seal this 27th day of August, 2002.

My Commission expires: 3-25-07


Notary Public

NORTH CAROLINA - PENDER COUNTY: The foregoing (or annexed) certificate of Sherry T. Burrell, is certified to be correct. This 2 day of Sept, A.D. 2003
JOYCE M. SWICEGOOD - Pender County Register of Deeds
By: Sharon B. Willoughby Deputy/Assistant
Register of Deeds

VIRGINIA CREEK FOREST
HOMEOWNER'S ASSOC., INC.

BY-LAWS

1. There shall be three (3) Officers elected with length of office as follows:

President-	One (1) Year Term
Vice Pres.-	Two (2) Year Term
Sec'y/Tres.-	Three (3) Year Term
2. Election of officers will be held in the month of May each year to take over that office effective; June 1 of that year. The fiscal year end will be May 31.
3. Association officers have the authority to enforce all rules and restrictions relative to the community.
4. Officers may authorize expenditures for services or improvements at a cost not to exceed \$500.00. Costs exceeding this amount must be voted upon by the Association majority. All checks written by the Association require the signature of two (2) officers.
5. All streets, swimming pool, pavillon, recreational areas and lake access areas will be maintained by the Homeowner's Association when accepted by the Association.
6. All lotowner's will be accessed an annual maintenance fee. This fee is to be paid by November 30 of the preceeding year in order that a budget for the following year may be established. The annual maintenance fee charge will be established by Virginia Creek Forest lotowners. Lotowner's must pay the fee based on per lot owned. Any lot purchased after August 1 will be exempt from the current years maintenance fee.
7. A swimming pool supervisor will be selected to be responsible for the daily cleaning and chemical treatment of pool. The grounds and building maintenance will be done by pool supervisor also. The amount of payment for these services will be determined by an annual vote of the lotowners.
8. A lotowners failure to meet his maintenance fee obligation will result in a lein being placed upon his and/or her property via the appropriate legal procedures necessary and at the lotowners expense.
9. It is the responsibility of the present lotowner to notify the Association of their change of address, phone number. If they sell the lot they should submit the name, address and phone number of the new lotowner to the Association.
10. Any changes to the existing By-Laws and/ or restrictions must be voted upon by the majority (51%) of the lotowners.