

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made and entered into this the 22nd day of August, 1996, by and between TUCKER CREEK, LLC, a North Carolina Limited Liability Company, hereinafter referred to as "Declarant" or "Developer," party of the first part, and any person, persons, firm, or corporation which may hereafter acquire title by deed of conveyance, mortgage, or deed of trust, to any of the lots or parcels of land hereinafter referred to and situated within the subdivision hereinafter mentioned, and their respective heirs and assigns, hereinafter referred to as the parties of the second part;

WITNESSETH:

WHEREAS the party of the first part is the owner of Lots 1-52 inclusive, in that certain subdivision known as TUCKER CREEK ESTATES, Section One, hereinafter referred to as "Tucker Creek," a map of which is recorded in Plat Cabinet G, Slide 15-F, in the office of the Register of Deeds of Craven County, and intends to convey said lots subject to the restrictive and protective covenants hereinafter enumerated, which covenants are deemed to make said lots more desirable and to be for the benefit of all those persons who acquire title to any one or more of said lots to the end that such restrictive and protective covenants, conditions and easements, herein set out shall enure to the benefit of each person, firm, or corporation which may acquire title to any or all of said lots and which shall be binding upon each person, firm, or corporation to whom or to which the party of the first part may hereafter convey any of said lots by deed, mortgage, deed of trust, or other instrument.

NOW, THEREFORE, for and in consideration of the premises, the party of the first part hereby covenants and agrees with the prospective purchasers that each of said Lots Numbers 1-52 inclusive, in that certain subdivision known as TUCKER CREEK ESTATES, Section One, hereinafter referred to as "Tucker Creek," a map of which is recorded in Plat Cabinet G, Slide 15-F, in the office of the Register of Deeds of Craven County, is and shall be held, sold, and conveyed subject to the restrictive and protective covenants, conditions, and easements shall become a part of each instrument conveying any of said lots, as fully and to the same extent as if set forth therein. As a condition of the sale or conveyance of any of said lots, the purchasers agree and covenant to abide by and conform with said restrictive and protective covenants, conditions, and easements.

See BK 1541 pg 708 for Amendment of R/C 11-22-96 by Greg Reynolds by Lisa

THE RESTRICTIVE AND PROTECTIVE COVENANTS, CONDITIONS, AND EASEMENTS ARE AS FOLLOWS:

1. LOT. The "lot" as used herein shall mean the parcels numbered 1-52 inclusive as depicted on the above-mentioned map. The owners of said lots may vary the lines of said lots but subsequent to conveyance by Declarant, owners shall not re-subdivide the lots in such manner that the number of lots within the portion of Tucker Creek Subdivision will be increased.

2. BUILDING TYPE-DWELLING. The word "dwelling" as used herein shall mean one (1) detached building designed for use as a single family residence, and shall not exceed two and one-half stories in height nor contain a private garage for more than three cars unless approved in writing by the Declarant or its assignee.

3. LAND USE. The Lots shall be used for residential purposes only. Not more than one (1) dwelling may be erected or permitted to remain on a lot. No wrecked or junked motor vehicle or vehicle without current license plates shall be permitted to remain on a lot. No parking shall be permitted on the road right-of-way except for occasional use by a guest or service vehicle. Adequate parking shall be provided on each lot.

4. PROHIBITED STRUCTURES. Mobile homes, manufactured homes, shell homes, modular homes, pre-cut, pre-assembled and package homes and all other similar type buildings are expressly prohibited on any lot in the subdivision, except that Declarant or such person as it shall in writing designate, may, without being required to do so, approve a home or other out-building on any lot with its components being pre-cut, and if so approved, said building must be submitted to the Architectural Control Committee as set forth herein. The declarant may use a mobile sales office without permanent foundation on lot #1, for a period not to exceed fifteen (15) years for the purposes of conducting sales in all sections of Tucker Creek Estates. Model homes may be used throughout the subdivision for sales by Declarant or its designee for a period not to exceed fifteen (15) years.

5. BUILDING QUALITY. All building or permissible structures erected on any lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. No outside alterations shall be made on any existing building which changes or alters the architectural design of the existing building without prior approval of the architectural committee as hereinafter set forth. No concrete blocks on exterior walls, except decorative screen blocks, shall be used above foundation elevation unless the same are covered with brick veneer, stone, or stucco. Fencing may be located in the rear yard, and only as approved by the Architectural Control Committee as set forth hereafter. Chain link fencing shall not be allowed except for dog pens not

exceeding 20' x 20' unless the same is screened from view by vegetation.

6. STORAGE TANKS. Fuel oil tanks or other storage tanks shall not be buried in the ground but shall be enclosed in such a manner as to create a harmonious blending of the structure with the dwelling house constructed on each lot.

7. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or declarant during the construction and sales period.

8. COMBINATION OF LOTS. One owner of two or more adjoining lots or one owner of one lot and one-half of one adjoining lot or both of the adjoining lots, or the owner of one-half of one lot and adjoining one half of the adjoining lot, may construct a residential dwelling thereon upon and across the dividing line of such adjoining lots, or lot and adjoining one-half lot, or two adjoining half lots so owned by one owner, so long as such residential dwelling shall not be nearer than ten feet to such owner's side lot line, and so long as any outbuildings shall not be nearer than ten feet from such owner's side lot line or twenty-five (25') feet from the rear lot line, but thereafter, no additional residential dwelling may be built thereon. In the event of such recombination or combination, any easements reserved along the interior lot lines which have been recombined and deleted, shall be withdrawn and shall not constitute an encumbrance on such lot and shall be reserved only along the perimeter boundary lines of the total lots or portions thereof so owned by the one owner. All recombinations prior to March 1, 2003 shall be approved by Declarant or its assignees.

9. DWELLING SIZE. Any dwelling erected upon any lot shall contain not less than 1,200 square feet of enclosed floor heated area, which heated area excludes basements, garages, porches and storage areas for purposes of this covenant. In the event of a dwelling of more than one story, the ground floor shall contain not less than 800 square feet of enclosed heated area. Dwellings on lots 17-28 inclusive shall require a minimum of 1,600 square feet of enclosed floor heated area, with the exception of lot 24 which shall only require 1,200 square feet of enclosed floor heated area.

10. SETBACK REQUIREMENTS.

a. No dwelling shall be erected or permitted to remain on any lot nearer to any street than the setback line as shown on the recorded plat.

b. No dwelling or other permissible structure shall be erected or permitted to remain nearer than ten feet to any side

line or twenty-five feet from any rear line. All eaves, steps, porches, and overhangs are not a part of the dwelling for setback purposes, provided the building does not encroach on any other lot or building. The side and rear set backs may be varied to not less than 8 feet and 15 feet respectively in case of hardship, provided the approval of the Havelock Board of Adjustment is first obtained, if required, and approval of the restriction committee is obtained pursuant to paragraph 24.

11. ACCESSORY BUILDINGS. No detached accessory, building or garage may be located on any lot unless approved by the Architectural Control Committee. If approval is granted by the Architectural Control Committee, said accessory, building or garage must be constructed of the same building materials and must be of the same quality as that of the main structure.

12. ANIMALS. No animals shall be permitted to remain on any lot other than dogs, cats, or other small household pets, and no one family shall have more than two such pets. No pit bulls, rottweilers, doberman pinchers, or other dogs with vicious propensities shall be allowed. Dogs shall be confined to their owner's yard, or on a leash. Dogs that cause a nuisance by their continuous or late night barking shall not be allowed. Horses, ponies, chickens, swine and livestock shall not be deemed household pets.

13. DRAINAGE, LANDSCAPING, AND UTILITY EASEMENTS. The party of the first part reserves to itself, its successors and assigns, a ten (10) foot drainage and utility easement along all rear lot lines, 7.5' on all side lot lines, and 20' on all front lot lines of the lots and as otherwise shown on the aforementioned plat. Driveways, and sidewalks installed by lot owner or declarant or its designee shall be allowed across the front or side easements along roadways except that no driveway shall exit onto Sermons Blvd. Damage done to sidewalks on road shoulders by lot owner during construction of owner's house shall be promptly repaired by lot owner. In these easements no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of (sidewalks, as applicable) utilities or drainage facilities, or which change the direction of flow of drainage canals in the easement or which may obstruct or retard the flow of water through drainage canals in the easement. The easement area of each lot and all improvements shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or licensed utility is or becomes responsible.

14. CONSTRUCTION, MAINTENANCE AND REPAIR OF PROPERTY. The exterior of any building located on a lot shall be maintained, repaired and kept in a neat and clean condition. New construction must be completed within one year from issuance of building permit for the dwelling. All alterations to dwellings and outbuilding

construction must be completed within the time approved by the Architectural Control Committee.

15. DRIVEWAYS. Driveways must have at least twenty-five (25) feet of paved or asphalted surfaces from road connection by time of occupancy of each residence. Driveways must be approved by the Architectural Control Committee.

16. ARCHITECTURAL CONTROL AND RESTRICTION COMMITTEE. The owners of record of the aforementioned lots which are subject to these restrictive covenants, and as the same may be added to by amendment, on the second Monday in January of each calendar year, after notice to each of them by registered mail, may elect, at a regular meeting where a quorum is present, by a majority vote of those present and constituting a quorum, an Architectural Control and Restriction Committee, which said committee shall serve until the next anniversary date of these restrictions subject to the provisions of the following paragraph. A quorum for any regular or special meeting of owners shall be the owners of at least fifty percent of the ownership of the aforementioned lots, which real estate shall hereinafter be referred to as the Development Area. The said Restriction Committee shall consist of three (3) members, each of whom must be an owner in the Development Area except for the initial committee. A corporate owner may appoint officers, agents or employees of the corporation to serve as members. At any time (subject to the following paragraph) the individual owners of record in a special meeting called by any four of them, after notice by registered mail to all of the other said owners of record, may elect a new Restriction Committee, fill any vacancies on the Restriction Committee, or remove the members of the existing Restriction Committee.

The members of the initial Restriction Committee are hereby designated as: VERONICA JONES whose address is 390 Carolina Pines Blvd., New Bern, North Carolina 28560; DONALD G. LAWRENCE whose address is 803-A East Main Street, Havelock, North Carolina 28532; and CATHERINE B. LAWRENCE whose address is 803-A East Main Street, Havelock, North Carolina 28532, and all of whom shall have the privilege to serve until March 1, 2003 before replacement. Donald G. Lawrence, or his designee, shall have the right of appointing an agent or successor as a member of the initial restriction committee to replace any position opened by a resigning member prior to March 1, 2003.

Before any structure, building, wall, fence, mailbox, garbage or refuse container, or addition to any of same shall be commenced, erected, or maintained in the Development Area and before any alteration (including painting) of the exterior portion of any structure located in the Development Area shall be commenced, the party desiring to make such changes or erection shall submit and have approved by the Restriction Committee (hereinafter called "Committee"), plans and specifications

detailing the changes and erections. The plans and specifications must be sufficiently detailed to show the structure, kind, shape, height, materials, color, and locations of the structure, alteration or erection and shall include a plot plan, exterior elevations, and other information as may be requested by the Architectural Control Committee from time to time. The plans shall be (1) hand delivered to the Chairman of the Committee or (2) mailed certified or registered with return receipt requested to the Chairman of the Committee and marked to the attention of the Committee. The Committee shall approve or disapprove such plans within twenty (20) days of receipt thereof.

The Committee shall make its decision approving or disapproving the plans by taking into consideration the nature of the Development Area, the aesthetics of the proposed changes or alterations, the harmony of the proposed change or erection with the architectural style of the neighboring buildings, color schemes, durability of construction, relative costs, and protection of the investment of the other owners in the Development Area. Garbage and refuse containers shall be concealed by means of a screening wall or material similar to and compatible with that of the dwelling.

During construction of driveways or land-disturbing activities on building lots or street right-of-way in front of lots, lot owners undertaking such activities shall be responsible for damage to roadways and sidewalks, and for installing erosion control devices to prevent accelerated erosion and sedimentation of water sources. These devices, if required by any governmental authority or by Developer, shall be constructed and maintained in accordance with the then current ordinances and regulations of the governmental authority having jurisdiction thereof. No construction debris shall be placed or dumped on any street right-of-way. Any ground cover or drainage system located within street rights-of-way, ditches, or slopes of streets which are disturbed during construction activity shall be re-established by the lot owner responsible for such activity.

If the Committee fails either to approve or disapprove any plans so submitted within twenty (20) days of their submission, the plans will be deemed approved.

The requirements of this Article shall not constitute a lien or encumbrance on any structure on which construction is completed and any subsequent purchaser thereof for value without notice thereof is in no way affected by the failure of his predecessors in title to comply with the terms hereof.

17. ANTENNAS. No radio station, or short wave operation of any kind, shall operate from any lot. Any satellite disc or other similar receiving disc shall be less than 3 feet in diameter and located on the rear of the lot, black in color, and screened from

view by vegetation or privacy fencing. Such screening and vegetation must be approved by the Architectural Control Committee who may elect to disapprove the installation of any receiver antenna, or dish, or the screening thereof.

18. BUSINESS. No industry, business, trade, occupation, or profession of any kind, whether commercial, religious, palmist, educational, or otherwise, or whether designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any lot.

19. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No mobile home, truck tractor or tractor-trailer shall be allowed. No trucks or utility vehicles weighing in excess of 2.5 tons (unless such weight limit is specifically waived in writing by Declarant or Declarant's written designee) shall be allowed. No wreck or junked vehicle or abandoned cars shall be placed, erected or maintained on any lot. No cars without current license tags, any boats, campers, or trailers of any type or recreational vehicles shall be placed or permitted to remain on a street or in front of any dwelling constructed upon the property or in any side yard facing the side street of a corner lot.

20. TIME. The covenants and conditions contained herein shall run with the land and be binding on all persons acquiring title to any of the aforementioned numbered lots up to and including the 1st day of March, 2003, at which time, said covenants and conditions shall be automatically extended for successive periods of ten (10) years.

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

22. ENFORCEMENT.

a. Prior to any owner in his capacity as owner (hereinafter called "Complainant") bringing any action in any court of law against any other Lot owner for failure to comply with the terms of these Restrictions, the Complainant shall notify the Committee or the owner, as the case may be, by registered or certified mail, of the substance of the matter causing the complaint.

b. If the Committee, after considering the complaint pursuant to the terms of subparagraph (a) above, by majority vote decides against the offending owner, the Committee or the offending owner shall have a period of thirty (30) days from the date of such decision to remedy the matter complained of.

c. If, after the thirty (30) day period provided in subparagraph (b) above has expired, the offending party has not remedied the matter complained of, the Complainant shall have the right to institute suit in a court of law. If the Committee shall decide against the Complainant pursuant to subparagraph (b) above, the Complainant may immediately institute suit in a court of law.

d. If suit is brought by the Committee or Complainant to remedy a violation of these covenants after following the above procedure, the prevailing party shall be entitled to be reimbursed for reasonable attorneys fees incurred in the prosecution or defense of the action.

23. VARIANCES. The Declarant or Committee, in their discretion, may allow reasonable variances and adjustments of these Restrictions in order to alleviate practical difficulties and hardship in their enforcement and operation. Any such variance shall not violate the spirit or the intent of these Restrictions.

To be effective, a variance hereunder shall be recorded in the Craven County Registry; shall be executed on behalf of the Committee and shall refer specifically to this Deed of Restrictions and Easements.

24. UTILITIES. The Developer, TUCKER CREEK, LLC or its successors and assigns reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light or other utility company for the installation of underground electric cables which may require an additional contribution and/or the installation of street lighting, which will require a continuing monthly payment to Carolina Power and Light or other utility company by the owner of each building/lot.

25. BOAT RAMP. The Developer, TUCKER CREEK, LLC or its successors and assigns, may dedicate a boat ramp and water access area to all lot owners at Tucker Creek Estates (all sections), and upon dedication only those lot owners who pay an annual maintenance fee not to exceed \$100/year will be entitled to use the facility. Upon dedication, a non-profit organization will be established to own the facility and all dues paying homeowners at Tucker Creek Estates (all sections) shall be members. Management of the facility shall be by the developer for the first seven years and then management shall be by the dues paying homeowners. The dedication and use of the boat ramp and water access facility is voluntary and in no way shall this paragraph create a lien on any lot.

26. DOCKS AND USE OF CREEK. Any docks constructed on the creek front lots shall be constructed so as not to interfere with the reasonable navigation of Tucker Creek and Sandy Run and shall be approved by the architectural review committee. No boats shall

be anchored so as to block navigation, and boats shall use reasonable speeds on the creeks so as not to cause damaging wakes to boats and docks.

27 AMENDMENT. These covenants may be amended by an instrument signed by the owner(s) representing seventy-five percent (75%) of the ownership of lots.

IN TESTIMONY WHEREOF, said party of the first part, TUCKER CREEK LLC., has executed these Restrictive Covenants this the day and year aforementioned.

TUCKER CREEK, LLC

Kenneth T. Jones, Jr. (SEAL)
BY: KENNETH T. JONES, JR., Manager

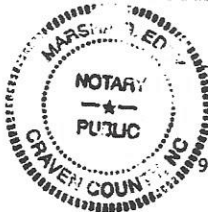
Donald G. Lawrence (SEAL)
BY: DONALD G. LAWRENCE
Attorney in Fact for
Kenneth T. Jones, Jr., Manager

NORTH CAROLINA

CRAVEN COUNTY

I, Marsha G. Eddy, a Notary Public of the County and State aforesaid do hereby certify that DONALD G. LAWRENCE personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument in behalf of TUCKER CREEK, LLC, and as Attorney-in-Fact for KENNETH T. JONES, JR., and that his authority to execute and acknowledge said instrument on behalf of KENNETH T. JONES, JR., Manager, is contained in an instrument duly executed, acknowledged, and recorded in the Office of the Register of Deeds, Craven County, North Carolina, in Deed Book 1523, Page 861, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said DONALD G. LAWRENCE acknowledged the purposes therein expressed for and in behalf of said TUCKER CREEK, LLC.

Witness my hand and notarial seal this 27 day of August, 1996.



Marsha G. Eddy
Notary Public
My commission expires 6/21/99

SK 1529 RE 802

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

The foregoing certificate of Margaret D. Eddy is certified to be correct.

This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Craven County, North Carolina in Book 1329, Page 793.

This 28 day of August 1996, at 9:50 o'clock A M. A. D.

Buck Simpson
Register of Deeds

Alice Burt
~~Register~~ Deputy Register of Deeds

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT OF RESTRICTIVE COVENANTS

This Amendment of Declaration, made on the date hereafter set forth by Tucker Creek, LLC, hereinafter referred to as "Declarant" or "Developer."

WITNESSETH:

WHEREAS, Tucker Creek, LLC, filed of record certain restrictive and protective covenants on August 28, 1996, as recorded in Deed Book 1529, Page 793, and;

WHEREAS, Tucker Creek, LLC, is the owner of more than seventy-five percent (75%) of the lots of Tucker Creek Estates, Phase I, as required by the covenants for purposes of amendment, and;

WHEREAS, Tucker Creek, LLC, desires to amend the Declaration of Restrictive and Protective Covenants.

NOW THEREFORE, Declarant amends the covenants above referenced to provide for a new paragraph 28 as follows:


Paragraph 28. Restrictions on Buildings:

No more than 5,600 square feet of any lot, including that portion of right-of-way between the edge of pavement and the front lot line, shall be covered by impervious structures, including asphalt, gravel, concrete, brick, stone, slate or similar material, not including wood decking or the water surface of a swimming pool. This covenant is intended to ensure compliance with the stormwater permit issued by the State of North Carolina. The covenant may not be changed or deleted without the consent of the State.

IN WITNESS WHEREOF, the undersigned, being the Declarant and Developer, has hereunto set his hand and seal this 20th day of November, 1996.

TUCKER CREEK, LLC


BY: KENNETH T. JONES, JR.,
MANAGER


BY: DONALD G. LAWRENCE
ATTORNEY IN FACT FOR
KENNETH T. JONES, JR.

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, Marsha G. Eddy, a Notary Public of the County and State aforesaid do hereby certify that DONALD G. LAWRENCE personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument as for and on behalf of TUCKER CREEK, LLC, by his authority as Attorney-in-Fact for KENNETH T. JONES, JR., MANAGER and that his authority to execute and acknowledge said instrument on behalf of KENNETH T. JONES, JR., MANAGER, is contained in an instrument duly executed, acknowledged, and recorded in the Office of the Register of Deeds of Craven County, North Carolina, in Deed Book 1523, Page 861, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said DONALD G. LAWRENCE acknowledged the purposes therein expressed for and in behalf of the said TUCKER CREEK, LLC.

WITNESSED by hand and notarial seal this 20th day of November, 1996



Marsha G. Eddy
Notary Public
My commission expires: 6/21/99

STATE OF NORTH CAROLINA
CRAVEN COUNTY

The foregoing certificate of Marsha G. Eddy
& Craven Co. is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Craven County, North Carolina in Book 1541, Page 908.

This 22nd day of November A.D. 1996,
at 8:10 o'clock A.M.

Becky Simpson
Register of Deeds

Stephen S. Simpson
Asst. Deputy Register of Deeds