

34.00 Alice C. Aurilio
P.O. Box 1402
Swansboro NC 28584 BOOK 1218 PAGE 410

NORTH CAROLINA
ONslow COUNTY

REVISION OF
RESTRICTIVE COVENANTS

NOV 15 11:37

THIS AMENDMENT TO AND REVISION OF RESTRICTIVE COVENANTS, entered into this the _____ day of _____, 1994, by and between the undersigned, all of whom constitute more than sixty (60) percent of all the record owners of that tract of land located in Swansboro Township, Onslow County, North Carolina and more particularly described as Plantation Estates according to those plats prepared by Pate Phillips & Associates and recorded in Map Book 23, Page 215 as revised in Map Book 24, Page 125 and modified in Map Book 24, Page 126 and Map Book 25, Page 65, Onslow County Registry, said plats being incorporated herein by reference as if fully set forth and referred to for the purpose of furnishing a more complete and accurate description of the property which is the subject of this declaration;

W I T N E S S E T H:

THAT, WHEREAS, Plantation Estates, a North Carolina General Partnership, did on June 10, 1986, execute and record in the Onslow County Registry, a document entitled "Restrictive Covenants", subjecting the real property described herein to restrictions contained in said document and recorded in Book 782, Page 869, Onslow County Registry; and,

WHEREAS, a group consisting of more than sixty (60%) percent of all the record owners of said property herein described did on February 26, 1988 execute and record in the Onslow County Registry a document entitled "Amendment to Restrictive Covenants", amending said Restrictive Covenants hereinabove described and further subjecting said real property described herein to additional restrictions contained in said document and recorded in Book 867, Page 850, Onslow County Registry, and,

WHEREAS, article XVII of said Restrictive Covenants as amended, entitled Modification, provides that said restrictions contained therein could be "altered, amended, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the

I HEREBY GIVE AND GRANT UNTO MY ATTORNEY FULL POWER AND AUTHORITY TO DO AND PERFORM EACH AND EVERY ACT AND MATTER CONCERNING MY ESTATE, PROPERTY, AND AFFAIRS AS FULLY AND EFFECTUALLY TO ALL INTENTS AND PURPOSES AS I COULD DO LEGALLY IF I WERE PRESENT. ADDITIONALLY, I AUTHORIZE MY ATTORNEY TO INDEMNIFY AND HOLD HARMLESS ANY THIRD PARTY WHO ACCEPTS AND ACTS UNDER OR IN ACCORDANCE WITH THIS POWER OF ATTORNEY. I HEREBY RATIFY ALL THAT MY ATTORNEY SHALL LAWFULLY DO OR CAUSE TO BE DONE BY THIS DOCUMENT.

This Power of Attorney shall become effective when I sign and execute it below. Further, unless sooner revoked or terminated by me, this Power of Attorney shall become NULL and VOID on 28 JULY 1995.

Notwithstanding my inclusion of a specific expiration date herein, if on the above-specified expiration date, or during the sixty (60) day period preceding that specified expiration date, I should be or have been determined by the United States Government to be a military status of "missing," "missing in action," or "prisoner of war," then this Power of Attorney shall remain valid and in full effect until sixty (60) days after I have returned to United States military control following termination of such status UNLESS OTHERWISE REVOKED OR TERMINATED BY ME.

IN WITNESS WHEREOF, I sign, seal, declare, publish, make and constitute this as and for my Power of Attorney in the presence of the officer witnessing it at my request this date, 28 JULY 1995.

Theodore D. Schillumeit
(signature)

County of Onslow
State of North Carolina

I, CAROLINE L. FEENEY, the undersigned officer, do hereby certify that the foregoing instrument was subscribed and sworn to (affirmed) before me, this 28TH day of JULY 1994, by THEODORE DREW SCHILLUMEIT, whose permanent home address is TOANO, VIRGINIA, and who is known to me to be on active duty in the United States Armed Forces. And I do further certify that I am at the date of this certificate a commissioned officer of the grade, branch of service, and organization stated below in the active service of the United States Armed Forces, that this certificate is executed by me in that capacity, and by statute no seal is required.

Caroline L. Feeney
(Signature of Officer) [CWO-2 or above]

1ST LT USMCR 054605804
(Rank, Branch of Service, SSN)

OSJA MCB CLNC
(Command)

Authority: 10 U.S.C. 1044a
JAG Manual 0902
N.C. Gen.Stat. 47-2 to -2.1

NORTH CAROLINA, ONSLOW COUNTY.

The foregoing certificate of Caroline L. Feeney 1st LT USMCR is / are certified to be correct. This instrument was presented for registration and recorded in this office in Book: 1218, Page: 408.

This 15 day of December, 1994 at 11:16 o'clock A.M.

Mildred M. Thomas
Mildred M. Thomas, Register of Deeds.

Declarants or their successors in title and by any owner or owners of not less than sixty (60) percent of the subdivided lots or parts of said subdivision to which these restrictions apply . . ."; and,

WHEREAS, the undersigned joining in the execution of this document are record owners of more than sixty (60%) percent of the lots located within the boundaries of said subdivision referred to herein and to which said Restrictive Covenants as amended apply; and,

WHEREAS, in accordance with the provisions of said Restrictive Covenants, the parties joining in this agreement wish to further amend said Restrictive Covenants recorded in Book 782, Page 869, and Amendment to Restrictive Covenants recorded in Book 867, Page 850, Onslow County Registry and,

WHEREAS, it is the intent of the undersigned for the general plan of subdivision hereinafter set forth to fully supersede those prior Restrictive Covenants and Amendment to Restrictive Covenants referred to above, this Declaration of Covenants to be applicable upon recordation of this document in the Office of the Register of Deeds of Onslow County, North Carolina.

NOW, THEREFORE, the parties hereto hereby declare that the Restrictive Covenants recorded in Book 782, Page 869 and the Amendment to Restrictive Covenants recorded in Book 867, Page 850, Onslow County Registry, be and are hereby amended by revising the same and restating the general plan of subdivision with the following Declaration of Covenants:

ARTICLE I

PROPERTY CONCERNED

The real property which is, and shall be, held, transferred, sold and conveyed subject to the protective covenants set fourth in this Declaration of Covenants is located in the County of Onslow, State of

North Carolina and is more particularly described as follows:

BEING all of Lots 1 through 29 and being known as Plantation Drive, that are designated as a Common Area otherwise hereinafter referred to and that area designated as Reserved By Owners as shown on those certain plats entitled "Plantation Estates", Section I and prepared by Pate Phillips and Associates and recorded in Book 23, Page 215, as revised in Map Book 24, Page 1\25 and further modified in Map Book 24, Page 126 and Map Book 25, Page 65, Onslow County Registry, said plats being incorporated herein by reference as if fully set forth and referred to for a more particular description of the property of which is subject of this Declaration.

ARTICLE II

DEFINITIONS

A. "Association" shall mean and refer to PLANTATION ESTATES HOMEOWNER'S ASSOCIATION, INC., a Corporation formed pursuant to the regulations and requirements set forth in Chapter 55A of the North Carolina General Statutes, and being the same corporation previously formed pursuant to prior Restrictive Covenants and amendment thereto.

B. "Owner" shall mean and refer to record owner, whether one or more persons or entities, of a fee simple title to any lot, revised lot or subdivided lot which is a part of the Property Concerned, and excluding those having such interest merely as security with the performance of an obligation.

C. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

D. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owner. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Plantation Drive and the Common Area, both as shown on the plat of Plantation Estates Section 1 recorded in Map Book 23, Page 215, Slide C-323, of the Onslow County Registry.

E. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision maps of the Property Concerned as hereinabove set

forth or any properly recorded subdivision or re-division thereof, with the exception of the Common Area.

**ARTICLE III
PROPERTY RIGHTS**

A. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

1. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area; and,

2. The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid, or for a period not to exceed 60 days for any infraction of its published rules and regulation; and,

3. The right of the Association to dedicate or transfer all or any portion of said Common Area for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless agreed to by seventy-five (75%) percent of the members at a duly called meeting for that purpose, and a certificate signed by the secretary of the meeting being duly recorded indicating said approval.

B. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

**ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS**

A. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

B. The voting rights of the corporation and its members shall be as follows:

1. For voting on amendments to these Articles, each Owner shall have one vote for each Lot owned; and
2. For voting on assessment changes or special assessments, each Owner shall have one vote per Lot owned; and,
3. For each situation above, when more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one individual exercise the voting rights as provided herein at any election.

ARTICLE V

MAINTENANCE ASSESSMENTS

A. Creation of the Lien and Personal Obligation of Assessments.

The Association, for each Lot owned within the Property Concerned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

B. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property Concerned and for the improvement and maintenance of the Common Area and Plantation Drive.

C. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the Purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such special assessment shall have the assent of seventy-five (75%) percent of members at a meeting duly called for this purpose.

D. Notice and Quorum for Any Action Authorized Under Article V. Written notice of any meeting called for the purpose of taking any action authorized under this Article V shall be sent to all members not less than 30 days nor more than 60 days in advance of said meeting. At the first such meeting called, the presence of members or of proxies entitled to cast seventy-five (75%) percent of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be two-thirds (2/3) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

E. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and annual assessments shall be due and payable not later than January 1st of the year following the effective year of assessment. The annual assessment for 1995 is ONE HUNDRED (\$100.00) and said sum shall remain the same until such time as modified by Association utilizing the same procedures as set forth above for levying a special assessment.

F. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of one and one-half percent (1 1/2%) per month. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or

otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

G. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall, road, driveway, dock, pier, seawall or other structure or construction shall be commenced, erected or maintained upon the Property Concerned or any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of design and location in relation to surrounding structures, lots and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) members appointed by the Board and the building contractor of the Owner concerned. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted, approval will not be required and this Article will be deemed to have been fully complied with. The architectural committee is to be provided with complete set of plans (or copies thereof) to be retained until structure is completed. In the event approved construction plans are altered in any manner whatsoever, said plans with changes noted must be resubmitted to the architectural committee for new approval.

ARTICLE VII

LAND USE AND BUILDING

No Lot or Lots shall be put to any use other than for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such Lot other than one detached single family dwelling not to exceed three stories in height, excluding chimneys, flue stacks, electronic antennae or vent pipes, and one outbuilding as defined in Article VIII.

ARTICLE VIII

DWELLING QUALITY AND SIZE

A. The **main structure**, exclusive of one-story open porches and garages, shall be not less than 1500 heated square feet on ground floor. Only **one** (1) outbuilding, not exceeding two (2) stories in height and not having over 2000 square feet of interior floor space, not to exceed 75% of size of heated residential main structure, for personal use only, and one pump house, not exceeding four (4) feet in height and not having over 20 square feet of floor space, shall be permitted as accessory buildings for each main single family dwelling. The siding shall be harmonious with the main structure and shall be approved in writing by submitting plans to the architectural committee.

B. No structure of a temporary character, or trailer, or basement, or tent, or shack, or barn, or camper, or mobile home, or modular home or prefabricated, or log cabin, or tar paper, or tin, or other, or building or structure shall be used on any Lot at any time either temporarily or permanently. Any camper, travel trailer, bus, auto-sleeper, van or other transportable vacation type equipment maintained for personal use only and less than 40 feet in length may be stored between such uses on each Lot.

C. If construction of a dwelling or other improvement is begun on any Lot, said construction and improvement must be completed in accordance with the approved specifications thereof within twelve

(12) months from the date said construction begins. All requests for extensions must be submitted, in writing, to the architectural committee for approval.

ARTICLE IX

EASEMENTS

A. Easements for the installation and maintenance of utility and drainage facilities are reserved over the front and rear fifteen (15) feet of each lot and ten (10) feet in width along with each side lot line.

B. The private access road, Plantation Drive, as shown on the recorded plats shall be maintained by the Association unless and until said roadway is dedicated to the North Carolina Department of Transportation. A 60-foot ingress and egress easement is hereby reserved as shown on said recorded plats for the Owners of Lots upon which said easement is situated. Upon the agreement of all Owners of all Lots serviced by said 60-foot ingress and egress easement, said easement may be removed, modified, canceled, changed, extended, paved, dedicated or otherwise altered to enhance the use of said Lots serviced thereby.

ARTICLE X

LIVESTOCK AND POULTRY

No animals, snakes, livestock or poultry of any kind shall be raised, bred or kept upon any Lot, except that each Owner may keep two dogs or two cats or two horses, provided such dogs or cats are not kept for any commercial purpose, and provided further that such animals are kept within a fenced area or continuously secured by chain or leash or that stable facilities are erected and maintained for horses.

ARTICLE XI

DIVISION OF RECORDED LOTS

Any Owner of a Lot or Lots shown on the recorded plats as

hereinabove set forth and subject to this Declaration of Covenants shall have the right to subdivide, rearrange, redivide or otherwise modify the size and division of said Lots into such number of Lots as said Owner or Owners thereof shall desire subject to the following conditions:

a. That each new subdivided Lot shall be not less than 2.5 acres in size; and

b. That no more than one single-family dwelling shall be constructed upon any new subdivided Lot; and,

c. That no common driveway be constructed for the use, benefit or access to more than one new subdivided Lot or residence thereon; and,

d. That no additional paving, road construction, maintenance, driveway preparation or other developmental fees be required of or assessed to the Association or other individual Owners except those Owners who are being serviced by the accessway; and,

e. That no new subdivided Lot or Lots shall be serviced by any utilities requiring the running of wires, lines, means of conveyance or the erection of power poles without the prior written approval of the Board of Directors of the Association.

ARTICLE XII

SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot parallel to the building line, one sign of not more than four (4) square feet advertising the property for sale or rent, or such signs used by a builder to advertise the property during the construction and sales period.

ARTICLE XIII

GARBAGE

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 container. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

**ARTICLE XIV
CLOTHESLINES**

All clotheslines or other facility used to dry laundry shall be located on the rear of each Lot and screened from view from Plantation Drive, the 60-foot ingress and egress easement or any other roadway servicing any Lot or subdivided Lot.

**ARTICLE XV
TERM**

This Declaration of Covenants is to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty (50) years from the date the same are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than sixty percent (60%) of the then owners of the lots has been recorded, agreeing to change the Covenants in whole or in part.

**ARTICLE XVI
ENFORCEMENT**

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Article, either to restrain violations or to recover damages.

**ARTICLE XVII
MODIFICATION**

These Covenants are subject to being altered, amended, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided Lot or part thereof by written document executed by any Owner or Owners of not less than sixty (60%) percent of the subdivided Lots or parts of said subdivision to which these Covenants apply, and duly recorded in the Office of the Register of Deeds of Onslow County, North Carolina.

**ARTICLE XVIII
VARIANCES**

The Association by a vote of not less than sixty (60%) percent of the members, may in its sole discretion allow such variances to these

restrictive and protective covenants as it deems advisable and in the best interest of the Association in order to alleviate technical difficulties and hardships in their enforcement and operation. Any such variances shall not invalidate these protective covenants or the intent of these Covenants or the plan of development set forth herein.

To be effective, a variance hereunder shall be duly executed on behalf of the Association, specifically refer to this Declaration and be recorded in the Office of the Register of Deeds of Onslow County, North Carolina.

**ARTICLE XIX
SEVERABILITY**

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this the day and year first above written.

<u>Frank L. Lantz</u>	(Seal)	<u>K. L. Lantz</u>	(Seal)
<u>W. A. Lantz</u>	(Seal)	<u>Karen Lantz</u>	(Seal)
<u>Richie M. Jones</u>	(Seal)		(Seal)
<u>Roger Brown</u>	(Seal)		(Seal)
<u>Ellen W. Brown</u>	(Seal)		(Seal)
<u>Jefferson A. Brown</u>	(Seal)		(Seal)
<u>David A. Brown</u>	(Seal)		(Seal)
<u>Carolee Brown</u>	(Seal)		(Seal)
<u>Denise Brown</u>	(Seal)		(Seal)
<u>Edna Brown</u>	(Seal)		(Seal)
<u>James Brown</u>	(Seal)		(Seal)
<u>Robert Brown</u>	(Seal)		(Seal)
<u>Richard W. Stewart</u>	(Seal)		(Seal)
<u>Maxwell Morton</u>	(Seal)		(Seal)
<u>Walter J. Morton</u>	(Seal)		(Seal)
<u>Tan Schulte</u>	(Seal)		(Seal)
<u>James A. Schulte</u>	(Seal)		(Seal)
<u>J. M. Sparks</u>	(Seal)		(Seal)
<u>Phyllis Perkins</u>	(Seal)		(Seal)
<u>James W. Perkins</u>	(Seal)		(Seal)

STATE OF NORTH CAROLINA
COUNTY OF ~~ONSLOW~~ CARTERET

I, Brenda Ballard, a Notary Public in and for
the county and state aforesaid, hereby certify that

FRANK AUBILLIO LOWELL FREDEEN
WAYLON WILSON
LONNIE JONES
ROGER BROWN
ELLEN DRUMM
JEFFERSON DRUMM
DAVID COWHER
CAROLYN COWHER

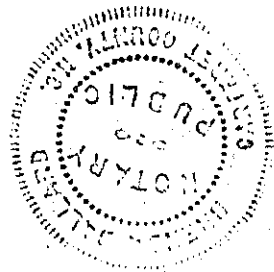
personally appeared before me this day and acknowledged the due
execution of the foregoing Revision to Restrictive Covenants.

WITNESS my hand and seal, this 20th day of
MARCH 1994.

Brenda Ballard

Notary Public

My Commission Expires: 1 MAY 1995



STATE OF NORTH CAROLINA

COUNTY OF ~~ONSLOW~~ CARTERET

I, JOAN A. RIFE, a Notary Public in and for
the county and state aforesaid, hereby certify that

Brenda Ballard

personally appeared before me this day and acknowledged the due
execution of the foregoing Revision to Restrictive Covenants.

WITNESS my hand and seal, this 20th day of

MARCH 1994.

Joan A. Rife

Notary Public

My Commission Expires: 14 SEPT 1997



STATE OF NORTH CAROLINA
COUNTY OF ONSLOW ~~CARTERET~~

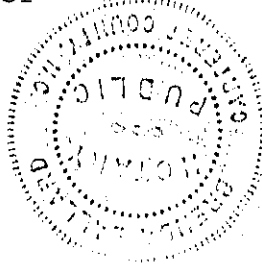
I, Brenda Ballard, a Notary Public in and for
the county and state aforesaid, hereby certify that

H. Dudley
Maxwell Morton
Koger Watson
Jon Schultz
William Robinson *void*
Ieland Stewart

personally appeared before me this day and acknowledged the due
execution of the foregoing Revision to Restrictive Covenants.

WITNESS my hand and seal, this 24th day of
April 1994.

Brenda Ballard
Notary Public
My Commission Expires: 1 May 1995



STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, David H. Bridge, a Notary Public in and for
the county and state aforesaid, hereby certify that

personally appeared before me this day and acknowledged the due
execution of the foregoing Revision to Restrictive Covenants.

WITNESS my hand and seal, this _____ day of
_____, 1994.

Notary Public
My Commission Expires:

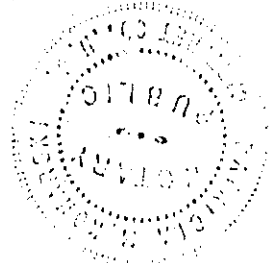
STATE OF NORTH CAROLINA
COUNTY OF ~~ONSLOW~~ CARTER

I, PATRICIA M. KENARSKI, a Notary Public in and for
the county and state aforesaid, hereby certify that

JAMES H. COLLINS
G.M. SPARKS
PAULIS PERRINE
JERRY W. LAWSON

personally appeared before me this day and acknowledged the due
execution of the foregoing Revision to Restrictive Covenants.
WITNESS my hand and seal, this 17th day of
November, 1994.

Patricia M. Kenarski
Notary Public
My Commission Expires: 2-21-97



STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Joseph W. Stewart, a Notary Public in and for
the county and state aforesaid, hereby certify that

DAVID BALDRIDGE

personally appeared before me this day and acknowledged the due
execution of the foregoing Revision to Restrictive Covenants.
WITNESS my hand and seal, this 13th day of
December, 1994.

Joseph W. Stewart
Notary Public
My Commission Expires: 12-11-95

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

I, Joseph W. Stewart, a Notary Public in and for the county and state aforesaid, hereby certify that

assessed 9.15
KAREN SANDOVAL

personally appeared before me this day and acknowledged the due execution of the foregoing Amendment to Restrictive Covenants.

WITNESS my hand and seal, this 12-13-94 day of December, 1988.

Joseph W. Stewart
Notary Public

My Commission Expires: 11-13-95

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

I, _____, a Notary Public in and for the county and state aforesaid, hereby certify that

personally appeared before me this day and acknowledged the due execution of the foregoing Amendment to Restrictive Covenants.

WITNESS my hand and seal this _____ day of _____

NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Brenda Ballard, Joan A. Rife, Patricia M. Konarski, and Joseph W. Stewart

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1218 Page 410 This 15th day of December 19 94 A.D., at 11:37 o'clock A. M.

Michael M. Thomas By _____
Register of Deeds, Onslow County Register of Deeds

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pass
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