

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

THIS DECLARATION, MADE this the 28th day of Sept., 1990, by DK CAROLINA LAND, INC. a North Carolina Corporation, hereinafter called DECLARANT;

W I T N E S S E T H :

THAT WHEREAS, the DECLARANT is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to bind the successors in interest and any owner thereof;

NOW THEREFORE, the DECLARANT hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth below:

ARTICLE I

The real property which is, and shall be, held, transferred, sold and conveyed subject to the protective covenants set forth in the various articles of this Declaration is located in Merrimon Township, County of Carteret, State of North Carolina, and is more particularly described as follows:

SEE ATTACHMENT "A"

No property other than that described above shall be deemed subject to this Declaration until specifically made subject hereto.

ESWICK, GRAHAM &
BARNHILL P.A.
ATTORNEYS AT LAW
604 E. MAIN STREET
P.O. BOX 900
AVEROCK, NC 28532
(919) 447-0617
(919) 223-4026
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(919) 447-6546

ARTICLE II

The real property described in Article I hereof (hereinafter called Lot or Lots as applicable) is subjected to the protective covenants and restrictions hereby declared in order to provide enforceable standards for improvements and development whereby aesthetics, living conditions and property values may be enhanced.

ARTICLE III

No Lot shall be used except for the residential purposes. No building shall be erected, altered, placed, or be permitted to remain on any Lot other than one detached single family dwelling of not more than two and one-half stories and a private garage, attached or detached, for the use only of the occupants of said dwelling. Any such garage shall be constructed in a competent and workmanlike manner and of the same materials and in the same appearance as the dwelling located on said lot. The design of any such garage shall be subject to the approval of Declarant or its designated agent.

ARTICLE IV

No trade, commerce or other activity which may be considered a nuisance to the neighborhood shall be carried on upon any Lot. No trade materials or inventories may be stored upon any Lot and no unregistered vehicles, tractor-trailer type trucks, house trailers (other than camping trailers) or mobile homes may be stored or regularly parked on any Lot. No sign or billboard of any kind shall be erected or allowed to remain on any Lot other than a "For Sale" or "For Rent" sign.

ARTICLE V

No mobile home may be placed or permitted to remain on a lot. Modular homes or manufactured housing may be constructed on a lot only with the written approval of Declarant.

ARTICLE VI

No animals shall be permitted to remain on any Lot other than dogs, cats, or other small household pets, always in reasonable numbers and subject to reasonable rules and regulations as may be promulgated from time to time by the Jonaquin's Landing Homeowner's Association. PROVIDED, however, that owners of Lots of more than two (2) acres in overall size are permitted to keep equine animals on their lots if the manner of keeping and caring for said animals does not otherwise violate the terms and conditions of this Declaration.

ARTICLE VII

No Lot or Lots shall be subdivided except to enlarge an adjoining Lot, but any Lot so enlarged cannot be improved with more than one single family dwelling.

ARTICLE VIII

No single story residential structure which has an area of less than 1,350 square feet exclusive of porches, breeze-ways, steps and garages shall be erected or placed or permitted to remain on any Lot, and no story and one-half, two story or two and one-half story residential structure which has a ground floor area of less than 1,000 square feet, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any Lot.

No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. No metal building may be used as a residence on any Lot or Lots.

ARTICLE IX

The owner or owners of the property on which bulkheads, jetties or other artificial stabilization devices are to be constructed must, prior to construction, obtain written approval from the appropriate Federal, State, County and local authorities, and the Declarant, or its duly designated representative.

Piers may be constructed on the property or adjacent thereto, provided that prior to construction, written approval has been obtained from the appropriate Federal, State, County and local authorities, and the Declarant, or its duly designated representative.

ARTICLE X

The building setback lines shall be those designated on the plat of Jonaquins Landing subdivision as recorded in the Carteret County Registry. No structure, other than a fence in compliance with this Article and Article XI, may be built within the setback zones designated on the recorded Plat of Jonaquin's Landing. Hardship variances from these requirements may be granted by Declarant or its designated representative in its sole discretion.

ARTICLE XI

No satellite dish antennas are permitted to be installed on any lot in that portion of the lot lying between the plane of the front wall of the house and the right of way of any roadway which adjoins the lot.

ARTICLE XII

All electrical and telephone services from distribution system to residences shall be underground with the cost for such underground service being shared by Lot owner and utility company in conformity with existing utility company's

policy. However, the Declarant, acting alone and in its sole discretion, may waive the provisions of Article XII herein, if in the opinion of Declarant, federal flood insurance regulations or in the ordinances or regulations of the County of Carteret make underground service impractical.

Easements for installation and maintenance of utilities and drainage facilities are reserved measuring fifteen (15') feet in width centered along all side lot lines, ten (10') feet in width along the road of each lot, twenty (20') feet in width centered along rear lot lines, and as otherwise shown on the recorded plat of Jonaquins Landing. Declarant reserves the right to waive provisions of this Article in whole or in part by special recorded instrument.

There is granted to Carteret-Craven Electric Membership Corporation, its successors and assigns, a blanket easement to go upon the property that is the subject of these covenants for the purpose of installing and maintaining the appropriate electrical transmission wires and equipment; provided, however, this easement is subordinate to and is expressly subject to any and all existing structures, including septic tanks, located on the property at the time Carteret-Craven Electric Membership Corporation, its successors and assigns, seeks to place electrical transmission wires and equipment on the property.

This declaration further subjects the real property in this subdivision to a contract with Carteret-Craven Electric Membership Corporation for the installation of underground electrical utilities which may require an initial contribution and/or the installation of street lighting, which will subject each lot owner to a continuing monthly payment to CCEMC.

ARTICLE XIII

No building, fencing, well or any other structure, shall be erected, placed, or altered on any Lot or Lots until

construction plans and a plot plan showing the location of same has been approved in writing by Declarant or its assigns. The plot plan must show the location of the proposed improvement on the Lot or Lots. The Declarant may designate a representative to act for it. In the event Declarant fails to approve or disapprove said construction plans and plot plans within thirty (30) days after said plans have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with.

In the event that a disapproved constructions plan or plot plan is executed or construction is commenced upon a Lot without said plans ever having been submitted to or approved by Declarant, the Declarant shall have the right to enjoin construction and to recover any and all damages suffered by construction having commenced and to recover its attorney's fees, court costs and like items.

If no suit to enjoin the erection of such structure or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

Neither the Declarant nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE XIV

A. Cummins Creek Road and Jonaquin Drive shown on the plat referred to in Article I shall be subject to an easement for ingress, egress, and regress in favor of the owners of the Lots shown on the map referred to in Article I and the owner or owners of the parcel described as "N/F Clara Cummings." These roads have been constructed in accordance with the standards and specifications of the North Carolina Department of Transportation and will be dedicated to the State of North Carolina.

Additionally, the owner or owners of the parcel described as "N/F Clara Cummings" are granted a perpetual access easement for ingress, egress, and regress over and along that parcel described as "Access strip 0.130ac" on the plat described in Article I. All access easements in favor of the owner or owners of the parcel described as "N/F Clara Cummings" shall be appurtenant to and run with the aforesaid land.

B. Easements for drainage and utility facilities are reserved as specified on the recorded plat described in Article I.

ARTICLE XV

A. Every Lot described above shall be subject to assessment in an initial amount of FIFTY AND NO/100 (\$50.00) DOLLARS yearly and payable beginning in January, 1991. The assessments will be paid at closing beginning January 1, 1991, and prorated for the remainder of the calendar year. Said assessments shall be deposited into the account of the "Jonaquin's Landing Homeowner's Association." The assessment may be changed at any time by two-thirds (2/3) majority vote of the Lot owners with each Lot having one (1) vote.

B. The assessments paid to the Jonaquins Landing Homeowner's Association shall be used for road maintenance expenses until such time as the North Carolina Department of Transportation assumes responsibility for the maintenance of the roads, Community area maintenance and related expenses, and Association administrative costs including, but not limited to accounting costs, liability insurance, legal costs, taxes administrative costs, for enforcement of these covenants, and other like items.

C. There shall be created, for the purpose of holding and administering such funds, Jonaquin's Landing Homeowner's Association, a North Carolina non-profit corporation, which shall have the power to file with the

Register of Deeds of Carteret County a Notice of Assessment Lien against any Lot for which the annual assessment has not been paid by February 1st of any year, and such lien shall continue until the assessment is paid. The Jonaquin's Landing Homeowner's Association shall be comprised of all Lot owners. All decisions shall be made by majority vote, except that a two-thirds majority shall be necessary for changing the annual assessment or levy of special assessments at a meeting of the Lot owners held after thirty (30) days written notice to all such Lot owners. Voting rights are on the basis of one (1) vote per Lot. The Association shall organize, elect officers, and operate freely within the restrictions herein contained, further, the Declarant will administer Jonaquin's Landing Homeowner's Association until seventy-five (75%) per cent of the Lots as described in Article I, have been sold. Additionally, the Declarant will not pay an annual assessment to Jonaquin's Landing Homeowner's Association until seventy-five (75%) percent of the Lots as described in Article I, have been sold.

ARTICLE XVI

The parcel of land identified on the Map referred to in Article I by the words "Community Area" shall be conveyed to the Jonaquin's Landing Homeowner's Association.

ARTICLE XVII

LOT MODIFICATION. In the event the Declarant, in its sole opinion, is unable to develop a lot or lots as shown on the map referred to in Article I because of governmental regulations or restrictions, then and in that event, the Declarant reserves unto itself the following rights and privileges with regard to the affected lot or lots:

1. To combine a portion of or all of a presently existing lot or lots with the adjoining lot or lots.
2. To delete the defined lot or lots that cannot

be developed from the Jonaquin's Landing Homeowner's Association.

3. To subject the new lot or lots formed by the process described in Paragraph 1 above to the Jonaquin's Landing Homeowner's Association.

ARTICLE XVIII

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the Lots described in Article I hereof it is agreed to change said covenants in whole or in part. Provided, however, that these covenants may be modified at any time upon a majority vote of the owners of the lots in Jonaquins Landing subdivision.

If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning a lot or lots described in Article I, hereto 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 it, her, him, or them from so doing, and/or to recover damages, including attorneys fees and court costs, for such violation.

ARTICLE XIX

Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no way effect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as a waiver of any

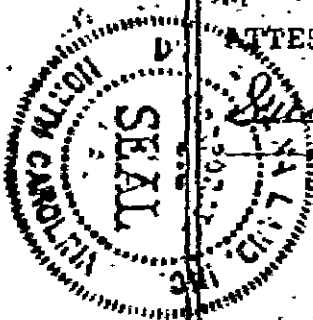
enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN TESTIMONY WHEREOF, DK CAROLINA LAND, INC. has caused these presents to be signed in its name by its _____ President, attested by its _____ Secretary, with its corporate seal hereunto affixed, all by authority duly given, this the day and year first above written.

DK CAROLINA LAND, INC.

BY:

David L. Dickey
President



ATTEST:

Susan M. Dickey
Secretary

12:25 PM

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

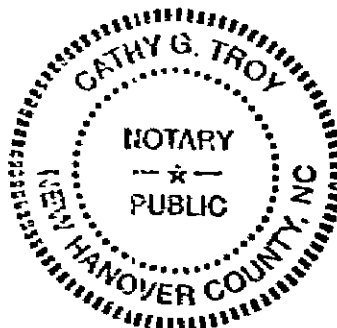
I, Cathy G. Troy, Notary Public
certify that Susan M. Dickey, personally came before
me this day and acknowledged that he/she is the _____ Secretary
of DK Carolina Land, Inc. a corporation, and that by authority
duly given and as the act of the corporation, the foregoing
instrument was signed in its name by David L. Dickey
_____, its _____ President, sealed with its corporate seal,
and attested by Susan M. Dickey as its _____ Secretary.

Witness my hand and official stamp/seal, this the 28th
day of September, 1990.

Cathy G. Troy
Notary Public

My Commission expires:

August 28, 1995



NORTH CAROLINA, CARTERET COUNTY

The foregoing certificate(s) of Cathy G. Troy
is (are) certified to be correct. This instrument was pre-
sented for registration and recorded in this office in
Book 645 Page 399
This 22 day of Oct. 1990 at 12:25 O'clock P.M.

Sharon Piner
Register of Deeds
Nancy Harris
Assistant, Deputy 11

BOOK 645 PAGE 399

ATTACHMENT "A"

MERRIMON TOWNSHIP

CARTERET COUNTY

NORTH CAROLINA

BEING all of that certain tract or parcel of land known as JONAQUINS LANDING Subdivision as described on that Map or plat thereof recorded in Map Book 28, page ¹⁶⁰~~161~~, Carteret County Registry.

BOOK 645 PAGE 399