

Melanie Arthur 12P
CARTERET COUNTY
JL Date 08/15/2006 Time 16:22:00
GR 1185134 Page 1 of 12

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at
the date and time and in the Book and Page shown
on the first page hereof.

Melanie Arthur, Register of Deeds
By Melanie Arthur
Asst./Deputy Register of Deeds

✓ Return to: SAM

NORTH CAROLINA

**RESTRICTIVE
COVENANTS**

CARTERET COUNTY

THIS DECLARATION OF RESTRICTIVE COVENANTS made and entered into this the 15th day of August, 2006, by the present property owners, THOMAS AND SCOTT CONSTRUCTION, LLC, hereinafter called "DEVELOPER", for its use and benefit and for the use and benefit of all future property owners, and others as stated herein in the hereinafter described properties.

1. THIS DECLARATION shall run with the land and shall bind and inure to the benefit of the owners of any portion of the following described lands, and any other party or entity stated herein:

IN MOREHEAD TOWNSHIP, CARTERET COUNTY, NORTH CAROLINA, and being all of COTTAGE POINTE SUBDIVISION, as the same is identified and shown on that map entitled COTTAGE POINTE and recorded in Map Book 31, at Page 50, in the Carteret County Registry.

2. THE DEVELOPER does hereby reserve for itself and its successors, the right and privilege in the DECLARATION to develop additional parcels or tracts of contiguous property and to declare these additions, if any, to be subject to this DECLARATION by the filing of an amendment hereto describing the annexed lands with particularity, which annexation privilege includes the right to tie into and use existing roadways, rights of way, utility and drainage systems of the property subject to this DECLARATION.

3. THE LANDS described in this DECLARATION, or any amendment thereto, are specifically restricted to single family personal residential use only. All commercial and multiple family uses are specifically prohibited.

BOOK 1185 PAGE 34

(12)

4. THIS DECLARATION prohibits any commercial activity on any of the lands described herein or any amendment to this DECLARATION. Provided, however, nothing contained herein shall in any way restrict DEVELOPER'S activities in developing and promoting the subject lands and those adjacent and subsequent phases of the subdivision.

5. THIS DECLARATION prohibits any satellite T. V. dishes, microwave receiving and sending devises and any other type of apparatus used for receiving television programming. However this shall not be intended to prohibit cable television or other types of communication transmitting through underground means. Also prohibited are any HAM radio antennas or any other kinds of freestanding communication devises.

6. THIS DECLARATION prohibits any trailers, tents, garages, barns, mobile homes, pre-constructed, manufactured or modular homes or habitable motor vehicles of any nature to be occupied on any property subject to this DECLARATION. For purposes of this article, pre-constructed shall mean any individual component of a dwelling constructed off site and moved thereof for assembly such as pre-constructed floors or walls. No travel trailers, habitable motor vehicles or boats shall be stored on the herein described premises or any addition thereto, unless the place of such storage is behind the back line of the principal use structure on the property. No junk automobiles or portions thereof, no non-operative, unlicensed vehicles of any nature, nor any motor vehicle dismantling or repairing is permitted on the property subject to this DECLARATION.

7. THIS DECLARATION prohibits the accumulation or storage of any rubbish, trash, or unused building material on the property subject to this DECLARATION. Any construction debris shall be removed no later than 14 days following substantial completion of a construction project on any property subject to this DECLARATION.

8. THIS DECLARATION prohibits the keeping of any animal, fowl, livestock or barnyard animals on any property subject to this DECLARATION, excepting only normal household pets that customarily reside in homes. Those permitted pets shall not be allowed to run loose, but shall be restrained at all times by leash or fenced rear yard.

9. THIS DECLARATION prohibits walls, fences and/or hedges grown or utilized as barriers, from exceeding five (5) feet maximum height above ground elevation, provided, however, that fencing at the back of a lot may be Seven (7) feet maximum height. In addition, THIS DECLARATION prohibits any walls, fences and/or hedges grown or utilized as barriers from being placed in any front yard. However, a decorative fence not exceeding (3) feet maximum height above ground elevation may be placed on a front yard provided that such wall, fence and/or hedge is a complimentary part of the construction of the residence constructed on such lot. In addition any said front yard fences are further prohibited from being chain link or

BOOK 1185 PAGE 134

the solid, opaque types. All fences must have Architectural Committee approval prior to installation and shall be of wood or vinyl material. Any playground equipment or other similar type items that are kept outside shall be located in the back yard.

10. THIS DECLARATION prohibits any sign, billboard or advertising placard of any kind to be erected or allowed to remain on any property subject to this DECLARATION, or any addition thereto, provided, however, that an individual property owner may identify the property address by a small, dignified sign, and a single "FOR SALE" sign not exceeding two (2) feet by three (3) feet in size may be erected non-permanently on each lot. Nothing contained herein shall prohibit the DEVELOPER from erecting such identifying and/or informational signs during property development stages as it may deem necessary. Subdivision identification and entrance signs located at the entranceways to the subject property shall be permitted to remain in their current location and at their current size regardless of any general statement to the contrary in these covenants.

11. THIS DECLARATION prohibits any house or other permitted structure to be constructed on any property subject to this DECLARATION, which utilizes brick (excepting foundations only), exposed concrete block, log construction or any type of four (4) foot by eight (8) foot sheathed siding. This shall not be interpreted to prohibit the use of brick, cement or concrete block construction in any foundations, nor shall it prohibit the use of any natural stone in any contemporary style construction. Vinyl siding is permitted as exterior siding material only to the extent that it is styled in the manner of shake appearance.

12. THIS DECLARATION provides minimum set back lines within which all structures must be constructed without encroachment. These set back lines are depicted on the recorded plat(s) of any property subject to this DECLARATION. Such set back lines are incorporated into this DECLARATION herein by reference. Certain drainage easements are likewise shown on said recorded plat, and are incorporated herewith by reference.

13. For overall conformity with an aesthetic appearance for the community as a whole, the Developer will identify a mailbox for use by all lot owners. The maximum cost of \$300.00 per lot, and will be made available to the lot owner when requested.

14. THIS DECLARATION subjects the real property in this subdivision to a contract with CARTERET CRAVEN ELECTRIC COOPERATIVE, INC. for the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting and entrance sign lighting, which requires a continuing monthly payment to CARTERET CRAVEN ELECTRIC COOPERATIVE, INC by each residential customer.

15. THIS DECLARATION reserves an easement, for utility purposes, along the portion of the property fronting on any platted street within the subject property.

BOOK 1185 PAGE 34

This utility easement is ten (10) feet in width, contiguous with all platted streets. In addition to this utility easement, the Developer has dedicated an area of water access as shown on the recorded subdivision plat. The Developer shall be solely responsible for the reasonable maintenance of this water access common area until such time as at least eight (8) lots in the subdivision have been sold, and thereafter the maintenance of such water access common area shall be the obligation and expense of the Homeowners Association.

16. THIS DECLARATION prohibits the use of any temporary structure, tent, shack or other outbuilding. Detached garages, well covers and/or storage sheds are permitted with prior approval of the architectural committee, provided that they shall be designed and constructed in a style and of a material consistent with the style and materials of the main dwelling unit, and in no event shall more than one (1) well cover and one (1) additional detached garage/storage area of at least 200 square feet may be constructed in a matching architectural style as the dwelling. There is no maximum size of this detached garage/storage area. However, the builder/homeowner must stay within the maximum built upon area restrictions as noted in paragraph 27(f) of this document.

Any tank or storage receptacle for LPG or natural gas products for use on the subject property shall be buried underground or stored behind the home and screened so as not to be visible from the street. Any such tank or receptacle must be placed underground if the maximum rated contents thereof exceed 125 gallons.

17. THIS DECLARATION grants to the DEVELOPER the exclusive right and privilege but not any obligation to dedicate any or all of the roads constructed on the property subject to this DECLARATION as public ways, maintained and controlled by the State of North Carolina. Such a public dedication compels each land owner to maintain, at their expense, the shoulders of any highway right of way adjoining their property in such a manner as shall conform to the then established regulatory standards of the regulatory body of the state of North Carolina.

Until such time as the roads and rights of way within the subdivision are offered to and accepted by the State of North Carolina for maintenance, it shall be the responsibility of the Homeowners Association to maintain the roads and the related drainage facilities. No individual property owner shall be permitted to change the general structure of any drainage facility, ditch or culvert without the express written consent of the Homeowners Association.

18. By the filing of this DECLARATION, the DEVELOPER creates a COTTAGE POINTE Homeowners Association (hereinafter known as the "H.O.A."). Membership in this association shall consist of all parties who own land within the above described property or any allowed additions or amendments thereto. Membership shall be divided into one (1) share per lot. Equitable interests in said lots, such as mortgage holders, shall not be considered land owners within the context of this item.

BOOK 1185 PAGE 134

All decisions made by the H.O.A. (exclusive of amendments to these covenants which require a 75% majority) shall be enacted only by a majority vote of the shares voted at a duly qualified meeting. All obligations imposed by the H.O.A. shall be assessed against each property on the same pro-rata basis as voting, that is one (1) share per lot.

This H.O.A. shall be operated under a set of By-Laws and the rules and regulations of Roberts Rules of Order, current edition. The DEVELOPER and every current owner of property within the subdivision subject to this DECLARATION are members of the H.O.A. Each new property owner automatically becomes a member of the H.O.A., and upon disposition of their property, their membership automatically terminates. In voting on matters before the H.O.A., each lot (regardless of the number of owners thereof) shall be entitled to cast one vote, but the maximum number shall be expanded by appropriate amendment to these covenants to take into consideration the expansion rights reserved by the DEVELOPER in item # 2 above. Mortgage holders or other equitable holders of rights shall not be members of the H.O.A.

Enforceability of these covenants may be sought by any individual lot owner, by the DEVELOPER and/or by the H.O.A.

19. The H.O.A. as formed in item # 18 above, is specifically charged with the right and obligation to maintain the streets, roads and rights of way within the subdivision, which is subject to these covenants. The subdivision streets, roads and rights of way shall be continuously maintained to a standard equivalent to the standards established by the state of North Carolina Department of Transportation. To facilitate this maintenance standard, the H.O.A. does hereby have the authority to contract for any maintenance work necessary to reach and stay at that standard, and does hereby have the authority to assess each lot in the subdivision a pro rata share of the cost of such necessary maintenance. Any unpaid assessment shall be a lien upon that non-paying lot, which lien may be enforced as provided for in North Carolina law. In determining the necessity for such maintenance, a majority vote of the H.O.A. members, in person or by proxy, shall be definitive.

20. The Subdivision subject to these covenants contains dedicated drainage easements as appear on the recorded subdivision plat. These drainage easements are for the use and benefit of all of the owners of property within the subdivision and shall be maintained in a condition necessary to accomplish their intended purpose. It shall be the duty and expense of the H.O.A. to provide for the continuous maintenance of these drainage easements. To facilitate this maintenance standard, the H.O.A. does hereby have the authority to contract for any maintenance work necessary to reach and stay at that standard, and does hereby have the authority to assess each lot in the subdivision a pro rata share of the cost of such necessary maintenance. Any unpaid assessment shall be a lien upon that non-paying lot, which lien may be enforced as provided for in North Carolina law. In

BOOK 1185 PAGE 134

determining the necessity for such maintenance, a majority vote of the H.O.A. members, in person or by proxy, shall be definitive.

21. THIS DECLARATION prohibits the re-subdivision of any single lot platted from the property subject to the DECLARATION. The DEVELOPER reserves the right, however, to sell and convey to any grantee more than one (1) contiguous lot or portion thereof without the same being a violation of these covenants. Provided however, that if the DEVELOPER does make such a conveyance of a lot and a portion of another lot, then thereafter the conveyed property shall become a single land unit and further re-subdivision shall not be permitted, and all restrictions contained herein shall then apply to that single land unit as single lot. Any conveyance which creates a subdivision of a lot shall be subject to prior approval of the Carteret County Planning Department.

22. THIS DECLARATION provides for minimum enclosed living space for each dwelling as specified hereafter in this item. For purposes of this item, minimum enclosed living areas shall be heated area, exclusive of all carports, garages (detached or otherwise) attics, porches, patios and decks. For purposes of this item, and this DECLARATION, every carport or garage constructed on any property subject to this DECLARATION must be of sufficient size as previously described in item # 16 above.

No construction shall be permitted on the property subject to this DECLARATION, which utilizes a flattop roof or any type of finish material on the roof other than a metal roof, or fiberglass substitute, which gives the visual appearance of metal roofing. All rooflines shall have a reasonable normal pitch with a height not to exceed three (3) stories.

Any dwelling constructed on any corner lots (lots fronting on more than one street) shall make the exterior finish and decor (shutters, doors and windows) consistent on all sides which front each of the streets.

Every dwelling constructed in the Subdivision subject to this DECLARATION must contain at least 1,850 square feet of enclosed living space, specifically excluding garages, decks and porches from such computed area.

Any construction or post-construction installation of exterior swimming pools, hot tubs, Jacuzzi or similar facilities shall be screened and fenced for both safety and aesthetic appeal and its location and appearance shall require advance approval by the A R C.

Any construction or post-construction installation of exterior lights shall be with clear or white bulbs or lighting. No mercury vapor or similar wide area lighting similar to street lights shall be allowed without prior ARC approval.

23. CURB CUT. There shall be a maximum of two (2) curb cuts and/or driveway cut for each dwelling unit constructed on the property subject to these

BOOK 1185 PAGE 134

DECLARATIONS, and that curb cuts shall be for ingress and egress for driveway purposes. Specifically, no curb cuts shall be permitted for the discharge of water (such as gutter downspouts, water softeners or water drainage from air conditioners) from the property to the streets in the subdivision. Any damage caused to the curb and/or street by an owner or owner's agents shall be repaired at the sole expense of the lot owner causing such damage.

It shall be the responsibility and obligation of the property owners of lots 1, 2, 3, 4, 5, 6, and 7 to construct a concrete sidewalk fronting his/her dwelling for the entire street length of the individual lot. Such construction shall be in accordance with minimum standards as to assure uniform sidewalk installation over the entire subdivision property. The maintenance of sidewalks shall be the responsibility of the individual property owner upon whose lot the sidewalk must be constructed.

All driveways constructed on any lot shall consist of either concrete, stamped concrete, pea gravel concrete, oyster shell concrete or connected brick pavers. Asphalt drives are not permitted. Guest parking spaces are allowed. On street parking is prohibited except for temporary gatherings of less than 24-hour duration. Driveway connection shall be as required by the North Carolina Department of Transportation and/or any other regulatory authority.

24. ANY CONSTRUCTION commenced on the property subject to this DECLARATION shall be completed within twelve (12) months from its start. For purposes of this item, the commencement of construction shall be the date of the issuance of the building permit or actual commencement of the construction of improvements, whichever comes earlier. Completion shall include finishing of the exterior of the building, landscaping, finish painting, construction of the driveway, final trash cleanup, required professional hydro-seeding or sod installation of the non-paved, non-landscaped front yard area, the issuance of a certificate of occupancy and installation of permanent electric service.

25. THIS DECLARATION establishes an architectural review committee (hereinafter known as the "A.R.C."), which initially composed of the DEVELOPER executing this DECLARATION. Prior to commencing any construction on any property subject to this DECLARATION within ten (10) years from the date of the recording of this DECLARATION the plans and specifications of such proposed construction shall first be submitted for review and approval by the A.R.C. The A.R.C. shall have thirty (30) days to approve or disapprove such submitted plans and specifications. Failure to respond within such time shall constitute approval by the A.R.C. of the plans and specifications being reviewed.

This A.R.C. review shall not infringe on individual tastes or particularities, but shall be restricted to neighborhood compatibility, landscapes, exterior veneers and reasonableness. No restriction may be imposed on any construction technique or specifications, which exceeds governmental regulatory agency standards provided that such construction is consistent with other construction in the subdivision.

BOOK 1185 PAGE 134

It shall be the duty of the ARC to ensure that the maximum impervious surface development of each lot, and the subdivision in total, as such maximum impervious surface area is defined from time to time by any regulatory body having jurisdiction over such quantitative area, is not exceeded by any lot or development constructed thereon.

The DEVELOPER reserves the right to delegate the function of the A.R.C. to other parties, provided that such delegate shall be residents of the property subject to this DECLARATION.

26. THIS DECLARATION and its terms and conditions may be enforced by the DEVELOPER, the H.O.A. or any individual property owner within the subject property. Enforcement of this DECLARATION shall include but not be limited to the right to seek removal or relocation of any violating structure or portion thereof, specific performance and/or monetary damages.

27. THIS DECLARATION provides that the lands described herein are subject to regulations established and enforced by the State of North Carolina, Division of Water Quality. Such regulations include Storm water Management and Section 401 wetlands. The Storm water Management Permit obtained by the Declarant from the Division of Water Quality requires that the following statements be included in the deed restrictions for the property:

a. The following covenants are intended to ensure ongoing compliance with State Storm water Management Permit Number SW8 060414, as issued by the Division of Water Quality under NCAC 2H.1000.

b. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the storm water management permit.

c. These covenants are to run with the land and be binding on all persons and parties claiming under them.

d. The covenants pertaining to storm water may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

e. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.

f. The maximum allowable built-upon area per lot is 3,500 square feet for all lots except lots 6, 7, and 8, which shall have a maximum allowable built-upon area of 4,200 square feet per lot. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and

BOOK 1185 PAGE 134

coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

g. In the case of a lot within CAMA's regulated AEC, if the built-upon area for that lot, as calculated by CAMA, is less than the amount shown in these restrictions, the most restrictive BUA will be the maximum permitted limit for that lot.

h. This project proposes a curb outlet system. Each designated curb outlet swale shown on the approved plan must be maintained at a minimum of 100' long with 5:1 (H:V) side slopes or flatter, have a longitudinal slope no steeper than 5%, carry the flow from a 10 year storm in a non-erosive manner, and maintain a dense vegetated cover.

i. Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.

j. Each lot will maintain a 30' wide vegetated buffer between impervious areas and surface waters.

k. All roof drains shall terminate at least 30' from the mean high water mark of surface waters.

l. Filling in, piping or altering any designated 5:1 curb outlet swale associated with the development is prohibited by any persons.

28. THIS DECLARATION prohibits any commercial, noxious, offensive or immoral activity from being carried on upon any property subject to this DECLARATION. THIS DECLARATION prohibits the off-road operation of any type of motorcycle, four-wheeler, or other recreational vehicle on the property, which is the subject of this DECLARATION.

29. WATER EASEMENT. WEST CARTERET WATER CORPORATION, INC. will provide water service to the subdivision. In order to facilitate the provision of water service, water lines satisfactory to WEST CARTERET WATER CORPORATION, INC. have been installed. Declarant reserves unto itself and does hereby convey unto WEST CARTERET WATER CORPORATION, INC. an Easement for the purpose of installing, maintaining, repairing, or replacing the water lines serving the subdivision. This grant shall apply to the water lines carrying the water throughout the subdivision as well as the lines serving individual lots. Anyone taking subject to these Restrictive Covenants and this grant of easement agrees that it will not place any permanent structure over the water lines described herein. WEST CARTERET WATER CORPORATION, INC. has agreed that it will attempt to effect installation, maintaining, repairing, or replacing with as little disruption to the surrounding property as possible and will take all reasonable efforts to restore the property to its previously existing condition. However, WEST

BOOK 1185 PAGE 134

CARTERET WATER CORPORATION, INC. has no responsibility to repair or restore any permanent structure placed upon the waterlines in violation of this grant nor does it have the duty to replace or restore landscaping that has been installed over or in the reasonable vicinity of the waterlines described herein. The Easement granted herein is appurtenant to and runs with the land that is subject to these Restrictive Covenants. The Easement described herein may or may not be depicted on the recorded map of the subdivision. In addition, the Easement granted herein may be further memorialized by a separate, recorded Easement agreement. Provided further, Developer, for itself, its successors and/or assigns, hereby reserves the right to contract with such other approved utility for the furnishing of water service to the subdivision as it deems appropriate.

30. THIS DECLARATION reserves for the H.O.A. an easement over a hereinafter described portion of Lot 7 as said lot is shown on the recorded plat, for the construction, maintenance, ingress and egress to the waterfront and dock located on the common area depicted on said map. This easement shall be for the use of all owners of lots in the subdivision under such rules and regulations as promulgated by the H.O.A. Said dock easement area of Lot 7 commences at the general vicinity of that set iron pipe located in the east line of Lot 7, approximately 67.76 feet in a southerly direction from the northernmost corner of Lot 7 where it intersects with the waters of Broad Creek, and running thence in a northerly direction to the waters of Broad Creek. Said dock easement area consists of no more than ten feet in an east-west width. Additionally, there is granted to the owners of Lot 7 exclusive rights to the use of a portion of the dock located on the common area for the purpose of installing and maintaining a boat lift, boat slip, or other appurtenances to the dock; provided, however, the use by the owners of Lot 7 shall not interfere with the use of the remaining portion of the dock for all owners located in the subdivision and all maintenance and repair of such additional appurtenances installed shall be the responsibility of the owners of Lot 7. The area reserved and restricted shall be as depicted on a drawing on file with the H.O.A.

31. THIS DECLARATION provides that invalidation of any one of these covenants or the terms thereof by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

32. THIS DECLARATION shall continue in full force and effect until 12:00 noon on January 1, 2025, on which date they shall automatically extend for an additional period of twenty-five (25) years, unless a document terminating or modifying this DECLARATION is signed by seventy-five (75%) percent of the then individual property owners of the land subject to this DECLARATION, or any amendment thereto, and is recorded in the office of the Register of Deeds of Carteret County, North Carolina, under COTTAGE POINTE SUBDIVISION, as grantor.

33. THIS DECLARATION provides that all of the covenants, restrictions, easements and privileges contained herein shall run with the land and the Grantee of any conveyance of property subject to this DECLARATION accepts the same

BOOK 1185 PAGE 134

subject to this DECLARATION and its terms and conditions and agrees for himself, his heirs, legal representatives, assigns and successors to be fully bound by each and all of the terms and conditions of the DECLARATION, jointly, separately and severally.

34. A general area identified as "15' water access" is hereby dedicated to the use and enjoyment of the property owners in this subdivision. This area is depicted on the recorded map of the subdivision. The H.O.A. shall have the authority to develop and maintain said area and does hereby have the authority to assess each lot in the subdivision a pro rata share of the cost of such necessary maintenance.

35. The H.O.A. shall have its initial meeting no later than eighteen (18) months after the recording of this DECLARATION, or such earlier date after the giving of at least 30 days advance notice of such earlier meeting date. At this initial meeting, the H.O.A. shall elect officers, adopt a set of By-Laws and transact such business as may thereafter come before the meeting. The DEVELOPER shall retain full control of the H.O.A. until the initial meeting.

36. Until the H.O.A. is established the annual assessment shall be Two Hundred and 00/100 (\$200.00) Dollars per lot per annum and cannot be increased by the DEVELOPER.

The DEVELOPER shall pay all expenses necessary to operate the H.O.A. above the annual assessment until the initial meeting of the H.O.A. At the initial meeting, the H.O.A. shall adopt a budget for the then coming fiscal year, which shall enable the H.O.A. to maintain the common areas, the streets, the drainage facilities, the amenities, lighting and landscaping. In consideration of the DEVELOPER defraying H.O.A. expenses until the initial meeting, as committed above, the DEVELOPER is and shall be excused from the payment of H.O.A. dues on its inventory of unsold lots until January 1, 2010 at which time each lot in inventory shall be assessed at the normal per-lot basis.

37. SIGN EASEMENTS have been or will be provided for at the entranceways to the subdivision. It will be the responsibility of the H.O.A. to maintain these entrances in their current state and to provide for the payment of the utility bills for the lighting associated with these signs.

IN WITNESS WHEREOF, THOMAS AND SCOTT CONSTRUCTION, LLC has executed this instrument for the purposes contained therein on this 15th day of August, 2006.

THOMAS AND SCOTT CONSTRUCTION, LLC

By: Thomas John Giblin (seal)
Thomas John Giblin, Member-Manager

BOOK 1185 PAGE 134

NORTH CAROLINA

CARTERET COUNTY

I, a Notary Public of the county and state aforesaid, certify that THOMAS JOHN GIBLIN personally came before me this day and acknowledged that he is Member-Manager of THOMAS AND SCOTT CONSTRUCTION, LLC, a North Carolina Limited Liability Company, and that he, as Member-Manager, being authorized to do so, executed the foregoing on behalf of the corporation.

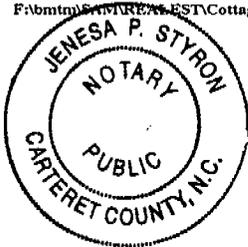
Witness my hand and official seal this the 15th day of August, 2006.



Jenesa P. Styron, Notary Public

My Commission Expires: 7/12/2008

F:\bmtm\5\m\RECORDS\EST\Cottage Pointe\restrictive covenants. Cottage landing.doc



BOOK 118 PAGE 134