

PREPARED BY:
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STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

THIS DECLARATION, made this the 5th day of December, 1990, by CHRIS W. FURLOUGH AND WIFE, NANCY B. FURLOUGH, herein-after jointly referred to as "Declarant";

W I T N E S S E T H:

THAT WHEREAS, the Declarant is the owner of certain 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 apply to bind the successors and 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 Long Acre Township, Beaufort County, North Carolina, and is more particularly described as follows:

BEING all of Lots Numbered Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21) and Twenty-Two (22) as shown on map prepared by Woodlief and Associates, P. A., dated November 19, 1990, entitled "Map of Survey for Slatestone Trails

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Subdivision, Phase II," recorded in Plat Cabinet E, Slide 40-2 of the Beaufort County Registry, which is referred to for a more complete and accurate description.

This Declaration shall supercede the reference of "see restrictive covenants of Slatestone Trails Subdivision, Phase I" on the aforementioned map recorded in Plat Cabinet E, Slide 40-2, and the terms and provisions of this Declaration shall apply to and control the subject matter property described herein.

No property other than that described above shall be deemed subject to this Declaration until specifically made subject thereto and Declarant may, from time to time, subject additional real property to the protective covenants and restrictions herein set forth by appropriate reference hereto.

ARTICLE II

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

ARTICLE III

That the said Lots herein described shall not be used for any business or commercial enterprise of any kind.

ARTICLE IV

That the said land shall not be used to house any livestock or poultry, excepting, however, that the said land may be used for the housing of horses only.

ARTICLE V

No lot or lots shall be subdivided into parcel or parcels,

unless it be bought or sold for the purpose of enlarging a lot which shall then be improved with a single-family dwelling or which shall have been improved with a single-family dwelling.

ARTICLE VI

No structure of a temporary character, double-wide, modular home, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

ARTICLE VII

Easements for installation and maintenance of utilities and drainage facilities are reserved measuring five (5) feet in width over side lot lines and ten feet in width over lot lines abutting roads of each building lot. Declarant reserves the right to waive provisions of this Article in whole or in part by special recorded instrument.

ARTICLE VIII

Fuel tanks may be installed underground or shall be concealed with plantings or screen walls or fences. Outdoor garbage cans on lots shall be equipped with a suitable top and shall be either concealed in an underground receptable or concealed with plantings or screen walls or screen fences.

ARTICLE IX

That no structure other than a fence shall be erected closer than Fifty (50) feet from any lot lines abutting roads and within Fifteen (15) feet from the side lot lines.

ARTICLE X

That utilities shall be underground provided underground service is available from the utility company.

ARTICLE XI

No trade 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 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 XII

Each lot shall be maintained during its preconstruction and construction stages and the grass or ground cover at all times shall not be allowed to exceed the height of one foot.

ARTICLE XIII

If the parties hereto or any of them, their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any persons or individuals owning lots described in either Phase I or Phase II of Slatestone Trails to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants and either to prevent it, her, him or them from doing so or to recover damages or other dues for such violations as they may have pursuant to North Carolina law.

ARTICLE XIV

Invalidation of any of these covenants or any part thereof by judgment or Court order shall in no way affect 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 considered as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

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



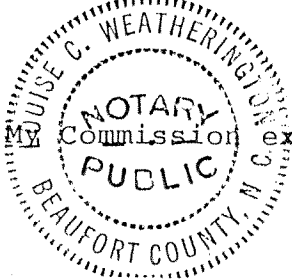
Chris W. Furlough (SEAL)
CHRIS W. FURLOUGH

Nancy B. Furlough (SEAL)
NANCY B. FURLOUGH

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

Before me, the undersigned Notary Public in and for the State and County aforesaid, this day personally appeared CHRIS W. FURLOUGH AND WIFE, NANCY B. FURLOUGH, and acknowledged the due execution by them of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 5th day of November, 1990.



Louise C. Weatherington
NOTARY PUBLIC

My Commission expires: 9-8-91

RODMAN, HOLSCHER
FRANCISCO & PECK, F
ATTORNEYS AT LAW
WASHINGTON, NC

NORTH CAROLINA: BEAUFORT COUNTY
The foregoing certificate of Louise C. Weatherington
Notary Public/Notaries Public is/are certified to be correct.
Filed for registration and recorded in this office in Book 934, Page 345.
This 6th day of December, 19 90 at 2:23 o'clock P. M.

JOHN I. MORGAN, Register of Deeds

By Storia P. Howard
Deputy Register of Deeds.

seal